

**Registration Number: 9810057**

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**ARTICLES OF ASSOCIATION**  
**of**  
**NOTTINGHAM CITY HOMES REGISTERED PROVIDER LIMITED**

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**Nottingham City Homes Registered Provider Limited**

Loxley House

Station Street

Nottingham

NG2 3NJ

Company Number: 9810057

**THE COMPANIES ACT 2006**  
**COMPANY NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION OF**  
**NOTTINGHAM CITY HOMES REGISTERED PROVIDER LIMITED**

**1 DEFINITIONS AND INTERPRETATION**

1.1 The definitions set out in this Article 1.1 apply in these articles.

**“Act”** the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in time.

**“Articles”** these articles of association of the Company.

**“Board”** the board of management of the Company and (where appropriate) includes a Committee and the Board Members acting by written resolution.

**“Board Meeting”** a meeting of the Board.

**“Board Member”** a member of the Board.

**“Chair”** either a person elected as chair of the Company under Article 34.1 or where the Chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time.

**“Code of Conduct”** the code of conduct for Board and Committee members as approved by the Board from time to time.

**“Committee”** a committee of the Board (or the Parent) exercising powers delegated to it by the Board under Article 29.

**“Company”** the company to be regulated by these Articles.

**“Co-opted Board Member”** a person co-opted to the Board for such period as the Board determines.

**“Derivative Transaction”** means any transaction which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions.

**“Electronic Form”** has the meaning given in section 1168 of the Act.

**“General Meeting”** a meeting of the Members.

**“Group”**:

(a) the Company;

(b) the Parent;

any subsidiary of the Company; and

any company of which the Company is a subsidiary from time to time (its holding company) or any other subsidiaries of any such holding company or any subsidiary of any other subsidiaries of any such holding company.

**“Group Company”** any member of the Group.

**“Local Authority”** Nottingham City Council.

**“Member”** a member of the Company admitted in accordance with Article 11.

**“Objects”** the objects of the Company set out in Article 4.

**“Ordinary Resolution”** has the meaning given in section 282 of the Act.

**“the Parent”** Nottingham City Homes Limited a company limited by guarantee registered with company number 5292636 whose registered office is at Loxley House, Station Street, Nottingham, Nottinghamshire NG2 3NJ.

**“Parental Appointee”** a person appointed as a Board Member by the Parent under Article 24.

**“Registered Office”** the registered office of the Company.

**“Registered Provider”** a registered provider of Social Housing registered as a not-for-profit organisation with the Regulator under the Housing and Regeneration Act 2008.

**“Regulator”** the Regulator of Social Housing established pursuant to the Housing and Regeneration Act 2008 or any future body or authority (including any statutory successor) carrying on similar regulatory or supervisory functions.

**“Secretary”** means a person or persons appointed by the Organisation, and assigned duties to comply with the requirements of the Act, and the Articles.

**“Social Housing”** low cost rental accommodation and low cost home ownership accommodation as defined in section 68 and section 77 of the Housing and Regeneration Act 2008.

**“Special Resolution”** has the meaning given in section 283 of the Act.

1.2 The rules of interpretation set out in Articles 1.3 to 1.8 (inclusive) apply in these Articles.

1.3 A reference to:

a **“person”** includes a reference to:

any individual, firm, partnership, unincorporated association or company wherever incorporated or situate; and

that person’s legal personal representatives, trustees in bankruptcy and successors;

**“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;

a **“document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form; and

a “**company**” shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires:

1.4.1 words denoting the singular shall include the plural and vice versa;

1.4.2 words denoting a gender shall include all genders; and

1.4.3 references to (or to any specified provision of) these Articles or any other document shall be construed as references to these Articles, that provision or that document as in force and as amended from time to time.

1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the date of these articles) and any prior or subsequent legislation made under it but this Article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.

1.6 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act.

1.7 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.8 A reference to an “Article” is to an article of these articles.

## **2 REGISTERED OFFICE**

The Company’s Registered Office is to be situated in England.

## **3 MODEL ARTICLES SHALL NOT APPLY**

Neither the model articles for private companies limited by guarantee prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory

instrument or other subordinate legislation concerning companies) shall apply to the Company.

#### **4 OBJECTS**

4.1 The Company's Objects shall be to carry on for the benefit of the community the business of:

4.1.1 providing and managing housing and Social Housing and providing assistance to help house people and associated facilities and amenities or services; and

4.1.2 carrying out any other object that can be carried out from time to time by a company limited by guarantee registered as a provider of Social Housing with the Regulator.

4.2 The Company shall not trade for profit.

#### **5 CORPORATE STATUS**

The Company is a subsidiary of the Parent.

#### **6 POWERS**

The Company shall have power to do anything lawful which is not expressly prohibited by the Articles which is necessary or desirable to achieve any of its Objects including (without limitation) the power to:-

6.1 acquire commercial premises or businesses as an incidental part of a project or series of projects undertaken for the aforementioned purposes or Objects;

6.2 repair, improve or convert any commercial premises acquired and to carry on any business so acquired;

6.3 repair or improve houses, or buildings in which houses are situated after the tenants have exercised, or claimed to exercise, acquisition rights under Part V of the Housing Act 1985;

6.4 subject to Article 7 hereof, to employ and pay such employees, consultants, managers, agents, advisers or others as are reasonable and necessary for the furtherance of the Objects;

- 6.5 recruit and assist in the recruitment of voluntary workers;
- 6.6 make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows, widowers and dependants after receiving appropriate independent advice;
- 6.7 insure its property and assets and arrange insurance cover for and indemnify its Board Members, officers, employees and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and pay any related premiums;
- 6.8 the risks referred to in Article 6.7 are:
  - 6.8.1 any liability that by virtue of any rule of law would otherwise attach to a Board Member of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company; and
  - 6.8.2 the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);
- 6.9 the following liabilities are excluded from Article 6.8.1:
  - 6.9.1 fines;
  - 6.9.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Board Member or other officer;
  - 6.9.3 liabilities to the Company that result from conduct that the Board Member or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not;
- 6.10 there is excluded from Article 6.8.2 any liability to make such a contribution where the basis of the Board Member's liability is his or her knowledge prior to the insolvent liquidation of the Company (or

reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

- 6.11 acquire, manage, dispose of, deal in, or hold as an investment any property or assets wherever situate and demolish, construct, improve, alter, furnish and maintain the same (including procuring such works) and insure its property and assets;
- 6.12 make regulations for the management of any property from time to time held by the Company which shall not be inconsistent with the Articles;
- 6.13 invest any of the Company's funds in any investment from time to time authorised by law and in compliance with all regulations issued by the Regulator and secure the repayment of any money lent in the same manner;
- 6.14 enter into and perform any Derivative Transaction on such terms as the Company thinks fit for the purpose of hedging or otherwise managing any treasury risk or other financial exposure;
- 6.15 promote and support in any way the establishment of a subsidiary and acquire shares in any subsidiary;
- 6.16 subject to Article 7 and such consents as may be required by law borrow money in such manner as the Company shall think fit;
- 6.17 secure or guarantee the Company's performance of any obligation or liability it may undertake or which may become binding on it;
- 6.18 receive any money on deposit or loan upon such terms as the Company may approve and guarantee the obligations and contracts of any third party;
- 6.19 co-operate with and enter into any contracts or arrangements with any persons or bodies;
- 6.20 subscribe to, become a member of or amalgamate or co-operate with any other non-profit making organisation whose objects are similar to the Company's and whose constitution prohibits the distribution of its income and property amongst its members and acquire and undertake



all such parts of the property, assets, liabilities and engagements as may be acquired or undertaken by the Company or any such organisation subject to compliance with all regulations issued by the Regulator;

- 6.21 undertake and execute any charitable trusts and to fulfil the engagements of any society which transfers its engagements to the Company;
- 6.22 accept grants, donations, bequests and gifts for any or all of the Objects;
- 6.23 take all necessary steps for procuring contributions to the Company's funds but in raising funds the Company may not carry on any substantial or permanent trade or business for the principal purpose of raising funds;
- 6.24 sell, transfer, lease, licence, mortgage, charge by way of fixed or floating charge, grant other security over, dispose of or turn to account all or any of the Company's assets subject to the Company obtaining any consents as may be required by law or the Regulator;
- 6.25 accept, draw, discount, endorse, execute, negotiate and issue bills of exchange, promissory notes and other negotiable or transferable instruments and operate bank accounts;
- 6.26 undertake and execute or manage any charitable trusts. If the Company acquires any property which is subject to any trusts, it shall only deal with or invest in such property as allowed by such trusts; and
- 6.27 make donations, grants and loans to third parties out of its free reserves on such terms as the Company thinks fit subject to all mandatory requirements of the Regulator.

## **7 APPLICATION OF INCOME AND PROFIT**

- 7.1 The Company shall not trade for profit. The income and property of the Company must be applied solely towards the Objects and (except to the extent authorised by this Article 7):

- 7.1.1 no part may be paid or transferred directly or indirectly by dividend, bonus or profit to a Member; and
- 7.1.2 a Board Member may not directly or indirectly receive any payment of money or benefit from the Company.
- 7.2 The Company may make the following payments or grant the following benefits to Board Members (provided that such benefits are permitted by section 122 of the Housing and Regeneration Act 2008):
  - 7.2.1 such reasonable and proper remuneration, fees, allowances or recompense for loss of earnings to Board Members, Co-opted Board Members and Committee members in such amounts and on such terms as the Board may from time to time determine after receiving appropriate independent advice and having regard to any relevant guidance issued by the National Housing Federation from time to time and provided that any such payment is in accordance with any code of conduct and/or governance adopted by the Board from time to time;
  - 7.2.2 the reimbursement of reasonable and proper out-of-pocket expenses (including travel costs and learning and development costs) actually incurred in carrying out their duties as Board Members;
  - 7.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
  - 7.2.4 the benefit of indemnity insurance under Article 6.7;
  - 7.2.5 a payment to a company in which a Board Member has no more than a 2% shareholding;
  - 7.2.6 interest on money lent to the Company at a reasonable and proper rate;
  - 7.2.7 a reasonable rent or hiring fee, service charges or other payments properly payable under the provisions of any lease,

agreement for lease or licence in respect of premises let or hired by any Board Member to the Company;

7.2.8 benefits provided in furtherance of the Objects to Board Members who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries;

7.2.9 other payments or benefits in exceptional cases; and

7.2.10 payments to a Board Member who is employed by the Company or who enters into a contract for the supply of goods or services to the Company including the engagement or remuneration of any firm or company in which the Board Member is a partner, an employee, a consultant, a director (except when he is not paid as a director) or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Board Member holds less than 1% of the issued capital.

7.3 Nothing in these Articles shall prevent a disposal by the Company of a property whether by way of lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the Objects even though such person may be a Member or Board Member and nothing shall prevent the Company from managing a property in accordance with its Objects even though the tenant, lessee or licensee of such property may be a Member or Board Member, provided the transaction is with a Board Member who is a tenant, lessee or licensee and is entered into by the Company bona fide and in the ordinary course of its day to day activities.

## **8 LIABILITY OF MEMBERS**

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

- 8.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 8.2 payment of the costs, charges and expenses of winding up; and
- 8.3 adjustment of the rights of the contributories among themselves.

## **9 WINDING UP**

- 9.1 If the Company is wound up any property remaining after all its debts and liabilities have been satisfied must be dealt with under section 167 of the Housing and Regeneration Act 2008 on the basis that it must be given to another Registered Provider approved by the Regulator.
- 9.2 The Registered Provider to which the Company's property is transferred under Article 9.1 is:-
  - 9.2.1 subject to the approval of the Regulator to be nominated by the Members at or before the time of dissolution; or
  - 9.2.2 in default of any nomination under Article 9.2.1 to be selected by the Regulator.
- 9.3 Subject to Articles 9.1 and 9.2 any property remaining must be used for other purposes similar to the Objects.

## **10 EQUAL OPPORTUNITIES**

The Company shall at all times comply with the Equalities Act 2010 and take into consideration the principles of equality of opportunity irrespective of age, gender, race, nationality, ethnic origin, religion, sexual orientation or disability.

## **11 ADMISSION OF MEMBERS**

- 11.1 The Members shall be the Parent and the then current Board Members of the Company, except for any Board Members who are not entitled to become Members under Article 11.2. No other person shall be admitted to membership of the Company.
- 11.2 Employees of the Company cannot be Members.
- 11.3 The Parent shall nominate a person to act as its representative in the manner provided in section 323 of the Act. Such representative shall

have the right to attend General Meetings and vote on behalf of the Parent and generally exercise all rights of membership on behalf the Parent. The Parent may from time to time revoke the nomination of such representative and nominate another representative in his/her place. All such nominations and revocations shall be in writing.

- 11.4 Since Members are also appointed as Board Members under Article 11.1 the Board must ensure that when admitting Members it takes into account (to the extent the Board considers it practicable to do so) the need for Members who become Board Members to contribute to the skills mix and balance of the Board as a whole including the advice and recommendations of any Committee set up to consider this issue.

## **12 CESSATION OF MEMBERSHIP**

12.1 The Parent shall automatically cease to be a Member if it becomes insolvent.

12.2 Except in the case of the Parent, a Member shall immediately cease to be a Member if:

12.2.1 he becomes an employee of the Company; or

12.2.2 having been a Board Member, he ceases to be a Board Member; or

12.2.3 he is suspended as a Board Member in accordance with Article 26. A suspended Board Member may be reinstated as a Member with the approval of the Board.

12.2.4

12.3 Subject to Article 11.3, Members' rights are personal and not transferable.

## **13 GENERAL MEETINGS**

13.1 General Meetings shall be called by the Board.

- 13.2 If there are insufficient Board Members available to form a quorum at a Board Meeting to call a General Meeting it may be called in the same way as a Board Meeting.
- 13.3 On receipt of a requisition from the Parent in writing the Board shall immediately convene a General Meeting.

#### 14 **NOTICE OF GENERAL MEETINGS**

- 14.1 All General Meetings shall be called by at least fourteen clear days' notice.
- 14.2 A General Meeting may be called by shorter notice if it is so agreed by the Parent.
- 14.3 The notice shall specify:-
- 14.3.1 the time and place of the meeting;
  - 14.3.2 the general nature of the business to be transacted; and
  - 14.3.3 in the case of an annual General Meeting, that it is the annual General Meeting.
- 14.4 Subject to the Act, no business shall be transacted at a General Meeting except that specified in the notice convening the meeting.
- 14.5 The notice must be given to the Members, the Board Members and the Company's auditors (if any). 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.
- 14.6 A General Meeting may take place simultaneously at different places and in any manner or through any medium or communication equipment (whether in use when these Articles are adopted or developed subsequently) which permits those attending to comprehend and comment on the proceedings. For the avoidance of any doubt, the Member:
- 14.6.1 may validly participate in such meetings;

14.6.2 shall be deemed to be present in person at such meetings; and  
14.6.3 shall be counted in a quorum and entitled to vote

**provided that** decisions made by way of email (or other electronic messaging service) shall not constitute a General Meeting.

14.7 A meeting held in accordance with Article 14.6 shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chair of the meeting is. A resolution passed at any meeting held in the above manner shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held.

## 15 **QUORUM FOR GENERAL MEETINGS**

15.1 No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business.

15.2 The quorum for General Meetings is two Members present in person or by proxy, which must include an authorised representative of the Parent.

15.3 If a quorum is not present within half an hour from the time appointed for a General Meeting, or a quorum ceases to be present during a General Meeting, the General Meeting shall be adjourned to such other day and at such other time and place as the Board may determine.

15.4 If at the adjourned meeting there are again insufficient Members present within 30 minutes from the time of the adjourned General Meeting to constitute a quorum then those Members who are present (provided that they number at least 1 and must include an authorised representative of the Parent) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

15.5 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Members.

16 **CHAIR**

16.1 The Chair shall chair General Meetings.

16.2 In the absence of the Chair or if the Chair is unwilling or unable to act, the Members present shall elect a Member to chair the meeting. The person elected shall be a Board Member if one is present and willing to act.

17 **ADJOURNMENT OF GENERAL MEETINGS**

17.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting for an agreed period of time and to an agreed place.

17.2 The Chair may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) to such other time and place as he decides if:

17.2.1 the unruly conduct of persons attending the meeting, or persons in the vicinity of the meeting, prevents or is likely to prevent the orderly holding or continuance of the meeting, or

17.2.2 more people wish to attend the meeting than can be reasonably accommodated with the room or facilities available.

17.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.

17.4 It shall not be necessary to give any notice of an adjourned General Meeting unless it is adjourned for fourteen days or more when at least seven clear days' notice shall be given.

17.5 A resolution at an adjourned meeting shall be treated as having been passed on the date on which it was actually passed.



## 18 VOTING AT GENERAL MEETINGS

- 18.1 A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with Articles 18.4 and 18.5.
- 18.2 On a vote on a resolution on a show of hands or a vote on a poll at a General Meeting every Member (whether present in person or by proxy or corporate representative) has one vote.
- 18.3 Resolutions to set or amend the Articles, wind up the Company or under section 168 of the Act (to remove a Board Member) shall require the Parent to vote in favour in order to be validly passed.
- 18.4 A poll on a resolution may be demanded:
- 18.4.1 in advance of the General Meeting where it is to be put to the vote; or
  - 18.4.2 at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 18.5 A poll may be demanded by:
- 18.5.1 the Chair;
  - 18.5.2 the Parent; or
  - 18.5.3 two or more Members having the right to vote on the relevant resolution.
- 18.6 A demand for a poll may be withdrawn if:
- 18.6.1 the poll has not yet been taken; and
  - 18.6.2 the Chair consents to the withdrawal,
- but any such withdrawal shall not invalidate the result of a show of hands declared prior to the demand for a poll being made.
- 18.7 Polls must be taken immediately and in such manner as the Chair directs.

## 19 PROXIES

- 19.1 A Member may validly appoint a proxy by notice in writing which:
- 19.1.1 states the name and address of the Member appointing the proxy;
  - 19.1.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - 19.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board Members may determine; and
  - 19.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.
- 19.2 A proxy need not be a Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders. A proxy may not appoint another proxy.
- 19.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 19.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed or a properly certified copy) is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 19.5 A document appointing a proxy will only be valid for the meeting to which it pertains and any adjournment of that meeting within 3 months of the original date of that meeting.
- 19.6 A vote given or ballot demanded by proxy is to be valid despite:-
- 19.6.1 the revocation of the proxy; or
  - 19.6.2 the death or insanity of the principal

19.6.3 unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

19.7 A proxy form will not be valid for any part of a General Meeting at which the Member who appointed the proxy is present.

## **20 WRITTEN RESOLUTIONS**

20.1 A written resolution approved by a simple majority (or, in the case of a special resolution, by a majority of not less than 75%) of eligible Members is as valid as if it had been passed at a General Meeting provided that such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.

20.2 A proposed written resolution shall lapse if it is not passed before the end of the period of 6 months beginning with the circulation date of such resolution (as defined in section 290 of the Act).

20.3 A resolution under Article 20.1 may consist of several documents in similar form each approved by one or more Members. For the avoidance of doubt, electronic approval is permitted under this Article 20.

20.4 In the case of a Member that is an organisation, its authorised representative may signify its agreement.

## **21 COMPOSITION OF THE BOARD**

21.1 The number of Board Members shall be no less than five.

21.2 No more than three Board Members shall be Members of the Parent.

21.3 No more than three Board Members shall be independent of the Parent Board.

21.4 In the event that the number of Board Members shall be less than the numbers specified in this Article 21.1 the remaining Board Members shall use reasonable endeavours to appoint further Board Members in accordance with the Articles and may act notwithstanding this Article.

## **22 APPOINTMENT OF BOARD MEMBERS**

22.1 The Board shall appoint Board Members

22.2 Board Members shall be recruited in accordance with a process decided upon by the Board (as agreed with the Parent). The Board shall endeavour to ensure that the Board possess the qualities, skills, competencies and experience which the Board has from time to time determined that it requires.

22.3 The Board Members shall vote on the appointment of the candidates put forward and each successful candidate shall become a Board Member.

22.4 With the exception of a Parental Appointee, the appointment of a Board Member is not to take effect until he has signed the prescribed Companies House form (or provided the information required to enable the registration of his/her appointment with Companies House). The appointment of any person as a Board Member (including a Parental Appointee) who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay.

## **23 TERM OF OFFICE FOR BOARD MEMBERS**

Board Members shall be appointed for a term of office determined by the Board provided that each term lasts for no more than three years, up to a maximum continuous period in office of nine years. No retiring Board Member may be eligible for reappointment to the Board within three years of their retirement date

## **24 APPOINTMENT AND REMOVAL OF BOARD MEMBERS BY THE PARENT**

24.1 Notwithstanding any other provision in these Articles, the Parent shall be entitled to appoint and remove from time to time all Board Members

and any Board Member appointed by the Parent shall be a Parental Appointee for the purposes of these Articles.

24.2 Any such appointment or removal shall be made by the Parent giving written notice to the Secretary, which notice shall be effective on receipt by the Secretary or the date specified in the notice (whichever is the later).

24.3 In appointing Board Members, the Parent shall use its reasonable endeavours to ensure the Board possesses the qualities, skills and experience which the Company has from time to time determined it requires.

24.4 Parental Appointees shall hold office until such time as they are removed by the Parent or retire.

24.5 Nothing within this Article 24 is intended or purports to restrict or replace any power of the Regulator to appoint or remove Board Members pursuant to sections 259 to 269 of the Housing and Regeneration Act 2008.

## 25 **CO-OPTEEES**

25.1 The Board may from time to time co-opt up to two persons to the Board and the Board may at any time revoke such co-option.

25.2 Co-opted Board Members shall be entitled to attend and speak if permitted to do so by the Chair, but shall not be entitled to vote or count as part of the quorum.

## 26 **SUSPENSION OF BOARD MEMBERS**

26.1 In accordance with the Code of Conduct any Board Member (except for a Parental Appointee) may be suspended as a Board Member either:

26.1.1 by a resolution of the Board of a simple majority of those Board Members present and voting. The Board Member who it is proposed should be suspended shall not be counted in those Board Members present or take part in the vote; or

26.1.2 by the Chair as so authorised by the Board for the duration of an investigation into that Board Member's conduct.

26.2 In accordance with Article 29, the Board may delegate the power to suspend Board Members under this Article 26 to a Committee of the Board. Such delegation shall only permit a Committee to suspend a Board Member for the period of any investigation into their conduct, in accordance with the Code of Conduct.

26.3 The Board Member will be notified in writing of his/her suspension together with the reasons for his/her suspension, which will be effective from the date of such notice. During the period of any suspension, a Board Member must act in accordance with the Code of Conduct in relation to his/her suspension.

## **27 DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS**

A Board Member (except a Parental Appointee) shall automatically cease to hold office if:-

27.1 he ceases to be a Board Member by virtue of any provision of the Act or becomes prohibited by law from being a Board Member or a charity trustee;

27.2 he becomes insolvent, bankrupt or make any arrangements or composition with his/her creditors generally;

27.3 a registered medical practitioner who is treating the Board Member gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a Board Member and may remain so for more than three months;

27.4 he has been convicted of any indictable offence within the last five years;

27.5 he has been appointed for a specific period and such period expires;

27.6 he has for more than six consecutive months or three consecutive meetings of the Board (whichever period is the shortest), been absent without special leave of absence from Board Meetings held during that

period and the Board resolves that he shall cease to be a Board Member;

27.7 in any period of twelve months, he shall have been absent (without the permission of the Board) from at least sixty percent of Board Meetings held during that period, and the Board resolves that he shall cease to be a Board Member;

27.8 the Board resolves by at least three quarters of all the other Board Members that he shall cease to be a Board Member, following the giving of fourteen days' notice of the proposed resolution to all the Board Members, such notice to set out the alleged breach(es) of the Board Member's obligations;

27.9 he has been co-opted to the Board and his/her co-option is revoked;

27.10 he resigns from office by giving written notice to the Company;

27.11 in the case of an employee of the Group, he ceases to be an employee or is suspended from his/her employment with the Group for any reason;

27.12 he is a board member or director of another Group Company and is removed from or ceases to be eligible to hold that position (unless the Board, at the direction of the Parent, resolves otherwise); or

27.13 he is removed by the Parent.

A person who falls within Articles 27.1, 27.2, 27.3 or 27.4 shall be prohibited from becoming a Board Member.

## 28 **POWERS OF THE BOARD**

28.1 Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Board. 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.

28.2 The Board may appoint any person to be the agent of the Company (with power for such agent to sub delegate) for such purposes and on such conditions as it determines including authority for the agent to delegate all or any of their powers.

## 29 **DELEGATION OF BOARD MEMBERS' POWERS**

The Board may delegate any of its powers or discretions to any Committee, Working Party, Board Member or to any officer, executive or non-executive of itself or of the Parent, such of its powers or discretions as the Board Members consider desirable to be exercised by him or her. Any such delegation may be made subject to such conditions as the Board may impose and may be revoked or altered.

## 30 **CALLING A BOARD MEETING**

30.1 Any two Board Members may call a Board meeting by giving notice of the meeting to the Board members, or by authorising the Secretary (if any) to give such notice.

30.2 Notice of any Board meeting must indicate:

30.2.1 its proposed date and time;

30.2.2 where it is to take place; and

30.2.3 if it is anticipated that Board Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

30.3 Notice of a Board meeting must be given to each Board member, but need not be in writing.

## 31 **PARTICIPATION IN BOARD MEETINGS**

31.1 Subject to the Articles, Board Members participate in a Board meeting, or part of a Board meeting, when:



31.1.1 the meeting has been called and takes place in accordance with the Articles, and

31.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

31.2 In determining whether Board Members are participating in a Board meeting, it is irrelevant where any Board Member is or how they communicate with each other.

## **32 QUORUM FOR OF THE BOARD**

32.1 The quorum for Board meetings must never be less than two. The quorum must include at least one Parental Appointee.

32.2 At a Board meeting, unless a quorum is participating, no proposal is to be decided on, except a proposal to call another meeting.

32.3 If the total number of appointed Board Members has fallen below the quorum required for Board meetings, the remaining Board Members must not take any decision other than a decision to appoint further Board members.

## **33 COLLECTIVE DECISION TAKING**

33.1 Questions arising at a Board Meeting shall be decided by a majority of votes and each Board Member present shall be entitled to one vote. In the case of an equality of votes, the Chair shall have a second or casting vote provided the Chair votes first.

## **34 CHAIRING OF BOARD MEETINGS**

34.1 The Board Members shall appoint a Board Member to chair their meetings at the first Board meeting following each Annual General Meeting.

34.2 The person so appointed for the time being is known as the Chair.

34.3 The Board Members may terminate the Chair's appointment at any time .

- 34.4 If the Chair is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating Board Members must appoint one of themselves to chair it.

## 35 **CONFLICTS OF INTEREST**

- 35.1 No Board Member, Co-opted Board Member or Committee member shall have any financial interest in any contract or other transaction with the Company or with any Group Company unless such interest is permitted by these Articles.
- 35.2 Any Board Member, Co-opted Board Member or Committee member who has an interest in any matter which is under discussion by the Board shall disclose the nature and extent of his/her interest in that matter before the matter is discussed by the Board or Committee. Unless permitted by these Rules, they shall not remain present (unless requested to do so by the Board or Committee) and they shall not have any vote on the matter in question.
- 35.3 Subject to Article 35.4, if a question arises at a Board Meeting or a Committee meeting as to the right of a Board Member, Co-opted Board Member or Committee member to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair (or the chair of the Committee in the case of a Committee member) whose ruling in relation to any Board Member, Co-opted Board Member or Committee member (other than the Chair or the chair of the Committee) is to be final and conclusive.
- 35.4 If any question as to the right to participate in the meeting (or part of the meeting) shall arise in respect of the Chair, or chair of a Committee, the question is to be decided by a decision of the Board Members or Committee members at that meeting, for which purpose the Chair or chair of the Committee is not to be counted as participating

in the meeting (or that part of the meeting) for voting or quorum purposes.

35.5 Provided the interest has been properly disclosed pursuant to Article 35.2, a Board Member, Co-opted Board Member or Committee member may remain present during the discussion and may vote on the matter under discussion where the interest arises:

35.5.1 because the Board Member, Co-opted Board Member or Committee member is a Board Member, Co-opted Board Member or Committee member or other officer of a Group Company;

35.5.2 because the Board Member, Co-opted Board Member or Committee member is an official or elected member of the Local Authority;

35.5.3 in the establishment of a policy in respect of Board Member, Co-opted Board Member and Committee member expenses and remuneration payable pursuant to Article 7.2.1;

35.5.4 because of an interest in any contract, arrangement, transaction or proposal concerning the purchase and/or maintenance of any insurance policy pursuant to Article 6.7; or

35.5.5 because of any payment permitted by Article 7 or any benefit granted to a Board Member in the capacity of a beneficiary of the Company.

35.6 Each Board Member, Co-opted Board Member and Committee member shall ensure that the Secretary has at all times an up to date list of:-

35.6.1 all bodies trading in which he has an interest as:

35.6.2 a director or senior employee,

35.6.3 a member of a firm,

35.6.4 the owner or controller of more than 2% of the issued share capital in a company,

35.6.5 all interests as an official or elected member of any statutory body;

35.6.6 all interests as the occupier of any property owned or managed by a Group Company; or

35.6.7 any other significant or material interest.

35.7 A Board Member, Co-opted Board Member or Committee member shall not be deemed to have an interest as a board member, director or officer of any other Group Company.

35.8 Subject to the provisions of the Act, the Company may by ordinary resolution suspend or relax the provisions of this Article 35 or ratify any transaction not duly authorised by reason of a contravention of this Article 35 provided that such ratification shall not extend to any matter prohibited by this Article 35.

35.9 Any decision of the Board or of a Committee shall not be invalid because of the subsequent discovery of an interest which should have been disclosed.

## 36 **WRITTEN RESOLUTIONS**

36.1 A written resolution approved by:

36.1.1 the majority of the Board Members or Committee members entitled to receive notice of a Board Meeting or Committee meeting (provided they would constitute a quorum at a Board Meeting or Committee meeting); and

36.1.2 the Chair of the Board or the relevant Committee

36.2 which satisfies the quorum requirements of Article 32.1 shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Board Members.

## 37 **MINUTES**

37.1 The Board shall cause minutes to be made in books kept for the purpose:

37.1.1 of all appointments of officers made by the Board Members, and

37.1.2 of all proceedings at General Meetings and Board Meetings, and of meetings of Committees of the Board and of any class or type of Member, including the names of the Board Members present at each such meeting.

## 38 **RECORDS ACCOUNTS AND RETURNS**

38.1 The Company must comply with Part 15 of the Act in:

38.1.1 preparing and filing an annual Board Members' report and annual accounts; and

38.1.2 making an annual return to the registrar of companies.

38.2 The accounts must:

38.2.1 comply with any directions given by the Regulator under section 127 of the Housing and Regeneration Act 2008 relating to the accounts of a Registered Provider; and

38.2.2 be sent to the Regulator within 6 months of the end of the accounting period to which they relate, in accordance with section 128(1) of the Housing and Regeneration Act 2008.

38.3 The Company must comply with Part 16 of the Act and Part 2 of the Housing and Regeneration Act 2008 relating to the audit or examination of accounts (to the extent that the law requires).

38.4 The accounting records of the Company must always be open to inspection by a Board Member or by an officer of the body which nominated him/her who has been duly authorised by that body to make such an inspection.

38.5 The Company must send a copy of the Company's most recent annual accounts to a member of the public who requests them and pays a

reasonable fee (determined by the Board) within two months of the request.

### **39 EXECUTION OF DOCUMENTS**

39.1 If the Company has a seal it may only be used with the authority of the Board (which may be given generally for documents of a particular type).

39.2 Unless the Board decides otherwise, documents to which the seal is attached or which are executed as deeds must be signed by:

39.2.1 one Director in the presence of a witness who attests the signature of the Director; or

39.2.2 in any other manner the Board authorises.

### **40 NOTICES**

40.1 The Company may give any notice to a Member or Board Member either:

40.1.1 personally, or

40.1.2 by sending it by post in a prepaid envelope, or

40.1.3 by suitable electronic means.

40.2 Notices under Articles 40.1.2 and 40.1.3 shall be sent to the last address provided to the Secretary for the relevant Board Member or Member for that purpose.

40.3 A Member or Board Member present, either in person or by proxy, at any Board Meeting or General Meeting (or any other meeting of the Company) shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

40.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

40.4.1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

40.4.2 48 hours after being sent by first class post to that address,

40.4.3 on being handed to the Member (or in the case of a member organisation its authorised representative), or Board Member personally,

40.4.4 as soon as the Member or Board Member acknowledges actual receipt.

## 41 **INDEMNITY**

41.1 Every Board Member or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto, including any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he is acquitted or in connection with any application made in accordance with the Act in which relief is granted to him/her 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 Company in the execution of the duties of his/her office or in relation thereto provided that this Article shall only have effect in so far as its provisions are not avoided by the Act.

41.2 The Board shall have the power to purchase and maintain for any Board Member or officer of the Company insurance against any such liability as is referred to in the Act.

## 42 **STANDING ORDERS**

42.1 The Board (subject to the consent of the Parent) may from time to time make and amend such standing orders as they may from time to time deem necessary or expedient or convenient for the proper conduct and management of the Company.

42.2 The Company in General Meeting shall have power to alter or repeal any standing orders and to make additions thereto and the Board shall adopt such means as they deem sufficient to bring to the notice of Members all such standing orders, which so long as they shall be in

force, shall be binding on all Members provided nevertheless, that no standing orders shall be inconsistent with, or shall affect or repeal anything contained in, the Articles and the prior approval of the Parent must be obtained.