

**Company Number: 928520**

**THE COMPANIES ACTS 1948 TO 1967**

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

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**MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

**of**

**THE HAMPSTEAD GARDEN SUBURB TRUST LIMITED**

**Incorporated 8 March 1968**

**Amended by Resolutions dated:**

**17 September 1986**

**14 September 1993**

**18 September 1996**

**20 September 2000**

**13 September 2006**

**17 September 2008**



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 928520

The Registrar of Companies for England and Wales hereby certifies that  
NEW HAMPSTEAD GARDEN SUBURB TRUST LIMITED (THE)

having by special resolution changed its name, is now incorporated

under the name of

THE HAMPSTEAD GARDEN SUBURB TRUST LIMITED

Given at Companies House, Cardiff, the 15th January 2007



**THE COMPANY ACTS 1948 to 1967**

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

**MEMORANDUM OF ASSOCIATION  
of  
THE HAMPSTEAD GARDEN SUBURB TRUST LIMITED**

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1. The name of the Company is "The Hampstead Garden Suburb Trust Limited".
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:-
  - (1) To do all things possible in order to maintain and preserve the present character and amenities of that area situate in the Greater London Borough of Barnet and known as the Hampstead Garden Suburb which is delineated on the plan annexed hereto and signed by the subscribers or part of the said area and without prejudice to the generality of the foregoing to provide therein for persons of all classes houses with gardens or situate in the near neighbourhood of gardens and open spaces.
  - (2)
    - (a) To receive from The Hampstead Garden Suburb Trust Limited (whether or not in the course of the winding up of that Company) property, investments, cash and other rights and assets, and in particular freehold property in the said Borough of Barnet forming part of the said area known as The Hampstead Garden Suburb together with the benefit of the covenants on the part of Suburb Leaseholds Limited contained in a Lease of the said property to Suburb Leaseholds Limited dated the 25th day of June 1962: and together with the benefit so far as vested in The Hampstead Garden Suburb Trust Limited of a Deed of Covenant also dated the 25th day of June 1962 and made between Suburb Leaseholds Limited of the one part and The Hampstead Garden Suburb Trust Limited of the other part.
    - (b) To act as Trustees of the said Deed of Covenants.
    - (c) To assume the obligations contained in the said Lease on the part of The Hampstead Garden Suburb Trust Limited to be observed and performed.
    - (d) To indemnify the said Hampstead Garden Suburb Trust Limited and any liquidator acting in the winding up thereof against any breach of the said obligations or any covenant agreement condition stipulation or provision affecting the said freehold property in the said Borough of Barnet or any part of the same and against all actions proceedings costs claims and demands for

The Hampstead Garden Suburb Trust Limited

or in respect of any such breach as aforesaid whether by way of omission or commission or of any other nature whatsoever and

- (e) To appeal for, solicit, accept and receive donations, annuities and other payments and assets of any nature, and to administer and apply all the property and assets mentioned in this sub-clause (all of which are hereinafter referred to as "the capital fund") and the income thereof in and for the promotion and attainment of the objects of the Company.
- (3) To assist, promote, establish, subsidise, support and maintain by way of donations or covenants of money or otherwise any trust, company, association or other body (whether incorporated or unincorporated) the objects of which are charitable and the activities of which are carried on in whole or in part within the Hampstead Garden Suburb and which are likely to benefit its inhabitants provided that no irrevocable covenant shall be entered into for a period in excess of ten years.
- (4) To invest the capital fund of the Company in the acquisition of or upon the security of such investments, securities or property (whether movable or immovable, whether involving liability or not and whether producing income or not) as may be thought fit.
- (5) To purchase, take on lease or in exchange, or otherwise acquire, sell, improve, manage, develop, lease, mortgage, turn to account, deal in and dispose of lands, buildings and hereditaments, whether freehold or leasehold or of any other tenure, any real or personal property, easements concessions, claims, rights or privileges connected therewith necessary or convenient for the attainment of the objects of the Company.
- (6) To lend money to any trust, company, association or other body (whether incorporated or unincorporated) the objects of which are charitable and the activities of which are carried on in whole or in part within the area of the Hampstead Garden Suburb. Provided that (a) the aggregate principal amount for the time being outstanding shall not exceed an amount equal to 25 per cent of the net assets of the Company as shown in the latest audited Balance Sheet laid before the Company in General Meeting and (b) the repayment of such loans, together with interest thereon, shall be secured and shall be guaranteed by The Hampstead Garden Suburb Charitable Trust Limited or such other person as shall be acceptable to the Company and (c) the Company shall consult with The Hampstead Garden Suburb Charitable Trust Limited before making any such loan as aforesaid.
- (7) To borrow or raise or secure the payment of money in such manner as may be necessary for the promotion of the objects herein declared.
- (8) To draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments as may be necessary for the attainment of the objects of the Company.
- (9) To pay and discharge all preliminary expenses of the Company and to pay and discharge all debts, administration expenses, and other liabilities of the Company.
- (10) To do all such other lawful things as are incidental to the attainment of the foregoing objects or any of them.

The Hampstead Garden Suburb Trust Limited

Provided that:-

- (i) The Company shall not prior to the 25th day of June 1982 directly or indirectly expend any moneys or incur any financial liability in the promotion or support, whether direct or indirect, of any Bill in Parliament without the previous consent in writing of Suburb Leaseholds Limited or its successors the lessees for the time being of the property demised by the Lease dated the 25<sup>th</sup> day of June 1962 and made between The Hampstead Garden Suburb Trust Limited of the one part and Suburb Leaseholds Limited of the other part.
  - (ii) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as is allowed by law having regard to such trusts.
  - (iii) The Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its Members or others, any regulation, restriction or condition which if an object of the Company would make it a Trade Union.
  - (iv) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council have been if no incorporation of the Company had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Council but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
4.
  - (1) The Company may apply the balance of the income of the Company for any year as shown in the audited accounts of the Company (after deducting or making due provision for all management expenses in respect of that year and after setting aside such amounts as are deemed appropriate in furtherance of the foregoing objects) in the restoration of any part of the capital fund expended in furtherance of its objects and in particular making good any sums expended in enforcement of the terms and conditions of leases of the Company's property or any part thereof or of covenants entered into with the Company by the lessees or any other parties or otherwise in furtherance of the primary purpose of promoting amenities in The Hampstead Garden Suburb.
  - (2) Insofar as the funds of the Company are not applied in the manner specified above such funds may be applied by the Company in the support of such other trusts, companies, associations or other bodies (whether incorporated or unincorporated) or purposes as the Company shall determine, the objects of which are charitable.
5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in paragraphs 3 and 4 of

The Hampstead Garden Suburb Trust Limited

the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit to the Members of the Company. Provided that nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding 5 per centum per annum on money lent or reasonable and proper rent for premises demised or let by any Member of the Company; but so that no member of the Council of the Company for the time being shall be appointed to any salaried office of the Company or to any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Council except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company: provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council may be a member and in which such member shall not hold more than a one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

6. The liability of the Members is Limited
7. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of it being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding One Pound.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property or assets whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as the extent of the prohibition imposed on the Company by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
9. No alteration shall be made to the Articles of Association of the Company except by a Special Resolution the precise terms of which shall have been previously approved by all the Appointed Members of the Council.

**THE COMPANIES ACTS 1948 to 1967**

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

**ARTICLES OF ASSOCIATION**

**of**

**THE HAMPSTEAD GARDEN SUBURB TRUST LIMITED**

1. In these Articles the words standing in the first column of the following Table shall bear the meanings set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:-

**WORDS**

**MEANINGS**

The Act	The Companies Act 2006 <sup>1</sup>
The Council	The Council for the time being of the Company
Member of the Council	An Elected Member of the Council or an appointed Member of the Council
The Secretary	The Secretary for the time being of the Company or the person for the time being carrying out the duties of the said Secretary
Seal	The Common Seal of the Company
The United Kingdom	Great Britain and Northern Ireland
In Writing	Written or lithographed or partly one or partly the other and any other mode of representing or reproducing words in a visible form
The Office	The Registered Office for the time being of the Company
The Hampstead Garden Suburb	The area of approximately 645 acres in the Greater London Borough of Barnet known as the Hampstead Garden Suburb which is delineated on the plan annexed to, and signed by the subscribers of, the Memorandum of Association

Words denoting the singular shall include the plural number and vice versa.

Words denoting the masculine gender shall include the feminine gender.

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<sup>1</sup> Amended by Special Resolution passed 17 September 2008

## The Hampstead Garden Suburb Trust Limited

Words denoting persons shall include corporations. Save as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context, bear the same meaning in these Articles.

Where any provision of the Act is referred to the reference is to such provision as modified or re-enacted by any statute for the time being in force.

2. The Company is established for the purposes expressed in the Memorandum of Association.
- 3.\* The Subscribers to the Memorandum of Association and such other persons as are admitted to Membership in accordance with the Articles shall be Members of the Company.<sup>2</sup> The Subscribers to the Memorandum of Association of the Company shall be the first Members of the Company and they shall ipso facto cease to be Members at the Extraordinary General Meeting of the Company referred to in Article 7.
4. (1) Membership of the Company shall be open to the following persons:-
  - (a) Persons who were on the 25th day of September 1962 registered as Members of the Hampstead Garden Suburb Trust Limited and who shall apply to become Members as hereinafter provided and
  - (b) Persons who at the dates of application and election have been resident (and being corporations are in the opinion of the Council to be treated as resident) within the Hampstead Garden Suburb during a continuous period of not less than three years and who shall apply to become Members as hereinafter provided.
- (2) The first Elected Members of the Council shall not later than 90 days after the date of incorporation of the Company notify all persons who were on the 25th day of September 1962 registered as Members of the Hampstead Garden Suburb Trust Limited of their right within three months of the date of the letter of notification to apply to become Members of the Company.
- (3) The first Elected Members of the Council shall not later than 90 days after the date of incorporation of the Company give public notice in such manner as they deem expedient that persons who have been resident within the Hampstead Garden Suburb during a continuous period of not less than three years may apply to become Members.
- (4) Every application to be enrolled as a Member shall be addressed to the Company at the Office and in the case of an application made by a person qualified under paragraph (1)(b) hereof shall contain a statement of the date since when the applicant has been a resident within the Hampstead Garden Suburb.
- (5) The Secretary shall open and maintain a Register of Applicants for Membership of all persons who apply to become Members. If more persons who are qualified apply for membership than there are vacancies having regard to the provisions of Article 3 the following order of precedence shall be applied:-

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<sup>2</sup> Amended by Special Resolution passed 17 September 2008

\* the number of members was increased to 1,000 by an Ordinary Resolution passed 29<sup>th</sup> May 1969 and further increased to 1,250 by an Ordinary Resolution passed 21<sup>st</sup> November 1973



The Hampstead Garden Suburb Trust Limited

- (a) All persons qualified under paragraph (1)(a) hereof who apply within the period of three months specified in paragraph (2) hereof shall be enrolled as Members;
  - (b) The names of persons qualified under paragraph (1)(b) hereof who apply within the same period of three months shall be entered in the Register of Applicants for Membership in the order in which they became residents within the Hampstead Garden Suburb;
  - (c) The names of persons qualified under paragraph (1)(b) hereof who apply after the said period of three months shall be entered in the Register of Applicants for Membership in the order in which their applications are received but so that applications received on the same day shall be entered in the order in which the applicants become residents within the Hampstead Garden Suburb;
  - (d) Vacancies in the membership of the Company shall be filled by enrolling as Members persons whose names have been so entered in the Register of Applicants for Membership and in the order in which they are entered provided always that they continue to be resident within the Hampstead Garden Suburb and they reaffirm their wish to be enrolled if more than twelve months shall have elapsed between the date of application for membership and the arising of the vacancy;
- (6) Every Member who wishes to continue his membership shall reaffirm his wish after every three year period of membership. Notice shall be given to him of this requirement not more than three months nor less than one month prior to the completion of a three year period. If a Member does not so reaffirm his wish his membership shall terminate on the completion of the three year period of membership.
- (7) Any Member other than persons enrolled under paragraph (5)(a) hereof shall cease to be a Member if he ceases to reside within the Hampstead Garden Suburb and any Member shall cease to be a Member if he gives notice in writing to the Company of his desire to resign his membership or if he shall become bankrupt or incapable by reason of mental disorder of managing or administering his property or affairs.
- (8) Any Member other than persons enrolled under paragraph (5)(a) hereof shall forthwith give notice in writing to the Company if he shall cease to reside within the Hampstead Garden Suburb.
- (9) The Council may at anytime require any Member whose name is entered in the Register of Members of the Company to furnish the Company with any information, supported (if the Council so decides) by a statutory declaration, which the Council may consider necessary for the purpose of determining whether or not a Member is still qualified to be a Member of the Company, and if such information shall not be furnished by a Member within thirty days of any such request being made, the Council shall be entitled forthwith to remove the name of the Member from the Register of Members. In determining whether a Member is still qualified to be a Member of the Company the decision of the Council shall be final.

## **GENERAL MEETINGS**

5. An Annual General Meeting shall be held once each calendar year at such time, not being more than fifteen months after the holding of the last preceding Annual General Meeting, and place as may be prescribed by the Council, and shall be specified as such in the notices calling it, provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year.
6. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
7. An Extraordinary General Meeting shall be convened as soon as practicable but not later than three months after the end of the three months period referred to in Article 4(2) for the purpose of electing four Elected Members of the Council.
8. The Council may, whenever it thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened by the Council on such requisition, or, in default may be convened by such requisitions as provided by Section 132 of the Act.
9. In prescribing the place of a General Meeting the Council shall whenever practicable prescribe a place situate in the Hampstead Garden Suburb and the time of a General Meeting shall be such as is in the opinion of the Council (expressed in the Resolution resolving to call the General Meeting) calculated to be convenient to the majority of the Members of the Company.

## **NOTICE OF GENERAL MEETINGS**

10. All General Meetings shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting to such persons as are under these Articles entitled to receive such notices from the Company Provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been called if it is so agreed:-
  - (a) in the case of a meeting called as the Annual General Meeting, by all the Members of the Company; and
  - (b) in the case of any other meeting, by the majority in number of the Members of the Company being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the Members.
11. 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 the same shall not invalidate the proceedings at any meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

12. No special business other than that mentioned in the notice convening the meeting shall be transacted at the meeting and no resolution shall be moved at any meeting save and except business or a resolution the general nature or terms of which have been previously approved by the Council notice of such approval being laid before the meeting provided that the Council may in their absolute discretion ratify any special business transacted at a General Meeting the nature and terms of which have not been previously approved by the Council in accordance with this Article.
13. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheet and reports of the Council and the Auditors, the election of members of the Council and the appointment and fixing of the remuneration of the Auditors.
14. No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business.
15. The quorum at any General Meeting shall be seven Members present in person.
16. If within half an hour from the time appointed for the meeting the quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time given for the meeting, the Members present shall be a quorum.
17. The Chairman of the Council shall preside as Chairman at every General Meeting of the Company or if there shall be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for the holding of the meeting, or if he shall be unwilling to act as Chairman of the meeting the Members present shall choose some one of their number to be Chairman of the meeting provided that in a case where there is a member of the Council present who is willing to act, such member of the Council shall act as Chairman of the meeting.
18. The Chairman of the meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by a Member present in person or by proxy and entitled to vote and

unless a poll is so demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

20. A demand for a poll may be withdrawn. Save as provided in Article 22 if a poll is duly demanded it shall be taken in such manner as the Chairman of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.
22. A poll demanded on the election of a chairman of a meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business, other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
23. At every General Meeting every Member of the Company present in person shall have one vote on a show of hands. Upon a poll every Member present in person or by proxy shall have one vote.
24. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing in such form as the Council may from time to time approve. No person shall be qualified to be appointed or to act as a proxy unless he is either a Member of the Company or a spouse of a Member or qualified to be a Member of the Company under Article 4.
25. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified or office copy of that power of attorney, shall be deposited at the Office, or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time of holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
26. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or incapacity of the Member or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, incapacity or revocation as aforesaid shall have been received by the Company before the commencement of the meeting or adjourned meeting at which the proxy is used.

### **THE COUNCIL**

27. There shall be a Council for the management of the business of the Company consisting of eight persons of whom four shall be Elected Members and four shall be Appointed Members.

The Hampstead Garden Suburb Trust Limited

28. (a) The election of Elected Members of the Council shall be governed by Articles 29 and 30.  
 (b) Only Members of the Company shall be eligible for election as Elected Members of the Council and an Elected Member ceasing to be a member of the Company shall ipso facto vacate his office.
29. A candidate for election as an Elected Member of the Council shall  
 (a) have been nominated by the Council or by notice in writing given to the Secretary not earlier than the date of issue of notices of the Annual General Meeting of the Company in any year and not later than the 12th day prior to the date of such Annual General Meeting and signed by two Members of the Company; and  
 (b) have given notice in writing to the Secretary during the period for nominations referred to in this Article of his willingness to be appointed.
30. (1) If the number of candidates does not exceed the number of vacancies in the number of Elected Members of the Council the Chairman shall at the ensuing Annual General Meeting declare such candidates duly elected as Elected Members of the Council. Such Elected Members will assume their positions at close of business of that AGM.<sup>3</sup>  
 (2) If the number of candidates exceeds the number of vacancies in the number of Elected Members of the Council there shall be sent to each Member of the Company prior to the ensuing Annual General Meeting a voting paper in the form set out below.

<b>THE HAMPSTEAD GARDEN SUBURB TRUST LIMITED</b>		
<b>Election of Elected Members of the Council</b>		<b>2001</b>
Name and address of Candidate	Nominated by	
(Here shall be set out the full names and addresses of the candidates)	(Here shall be set out opposite the name of each candidate the names of those Members nominating such candidate or "the Council" as the case may be)	
<p>The number of vacancies to be filled is (here shall be set out the number) and a member may cast that number of votes. A vote should be recorded by a cross (x) in the space opposite the name of the Candidate for whom it is to be cast. Papers where more votes are recorded than there are vacancies will be rejected. Papers where fewer votes are recorded than there are vacancies will, provided all other formalities are observed, be valid.</p> <p>To be valid this paper must be:-</p> <p>(a) Signed by the member or his duly appointed Attorney;</p> <p>(b) Delivered to (here shall be set out the name and address of the auditors) by noon on                      (here shall be set out the date 14 days next after the Annual General Meeting).</p>		

<sup>3</sup> Amended by Special Resolution passed 17 September 2008

- (3) Voting shall close at noon on the 14th day following the Annual General Meeting.
- (4) Voting papers must be delivered to the Auditors who shall be responsible for the counting of the votes, but no Member of the Company nor resident of the Hampstead Garden Suburb shall be employed by the Auditors in any connection with the counting of votes.
- (5) As between candidates having the same number of votes cast in their favour precedence shall (if necessary to determine who shall be elected) be determined by the drawing of lots, at which those present shall include the Auditors and which shall be carried out in a manner prescribed by the Auditors.
- (6) The Auditors shall cause the result of the election to be declared by means of a notice stating:-
  - (a) the number of valid voting papers received
  - (b) the number of voting papers rejected
  - (c) the number of votes cast for each candidate
  - (d) the names of the candidate or candidates (being those with the greatest number of votes cast in their favour or if necessary determined by lot) elected to fill the vacancies in the number of Elected Members of the Council.

Such notice shall be signed by the Auditors and thereupon the candidate or candidates therein stated to have been elected shall be deemed to be duly elected as Elected Members of the Council. The decision of the Auditors shall be final.

- (7) Copies of the said notice shall as soon as practicable be posted at a place in the Hampstead Garden Suburb to be announced by the Chairman at the Annual General Meeting and published by means of an advertisement in a local newspaper having an appropriate circulation in the Hampstead Garden Suburb.
31. Each Elected Member of the Council shall (subject to Article 35) retire at the third Annual General Meeting of the Company after his election or re-election as an Elected Member.
  32. An Elected Member of the Council retiring pursuant to Article 31 at the third Annual General Meeting after his original election shall be eligible for re-election but may not hold office for more than three further Annual General Meetings or six consecutive Annual General Meetings in total.<sup>4</sup>
  33. An Elected Member of the Council retiring pursuant to Article 31 at the sixth Annual General Meeting after his original election (including any person who has resigned or otherwise ceased for a time to serve as a Member of the Council during the period expiring with such sixth meeting)<sup>5</sup> shall not be eligible for re-election at such sixth<sup>6</sup> Annual General

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<sup>4</sup> Amended by Special Resolution dated 17 September 2008

<sup>5</sup> Amended by Special Resolution dated 17 September 2008

<sup>6</sup> Amended by Special Resolution dated 17 September 2008

Meeting but shall again be eligible for election at or after the following Annual General Meeting.

34. A person co-opted in this way shall (subject to Article 35) retire at the next Annual General Meeting but may stand for election at that meeting. If elected he or she shall be treated as an Elected Member elected as such from the conclusion of that meeting for the purposes of the preceding Articles and the maximum period of three and six subsequent Annual General Meetings applying to him or her pursuant to Articles 31 - 33 shall commence from the conclusion of that meeting.<sup>7</sup>
- 34(A) Where no Elected Member of the Council (including a co-opted Member) is due to retire at an Annual General Meeting one Elected Member shall retire and may (subject to Articles 32 and 33) be eligible for re-election. Such Elected Member shall be the longest serving, but if there is more than one Elected Member in this category then the retiring Elected Member shall be chosen by lot or by agreement among themselves.<sup>8</sup>
35. If the election of Elected Members of the Council is to be determined in any year by the casting of votes in accordance with the provisions of Article 30(2) to (7), the Elected Member retiring in that year shall remain an Elected Member of the Council until the result of the election shall have been declared and shall be deemed to retire on such declaration unless re-elected without breach of the foregoing provisions,<sup>9</sup>
36. The Appointed Members of the Council shall be persons not resident within the Hampstead Garden Suburb appointed respectively by:-

The President for the time being of the Law Society  
The Victorian Society  
The Royal Institute of British Architects and  
The Royal Town Planning Institute

37. Appointment of the Appointed Members shall be by notice in writing and the person or body appointing an Appointed Member may at any time by like notice
- (a) remove the Member of the Council appointed and appoint a successor in his place and
  - (b) appoint a successor in the event of the Appointed Member dying, resigning, retiring or ceasing for any other reason to be a member of the Council.
38. In the event that any person or body named in Article 36, or nominated pursuant to this Article, shall fail or be unable for any reason to appoint a Member of the Council, the Council shall forthwith nominate a body of comparable status to undertake the appointment of an Appointed Member of the Council which body shall thereafter fulfill all the functions under these articles of the particular body which it replaces.
39. An Appointed Member of the Council shall hold office for a period of three years from the date of his appointment, but the person or body appointing him shall be at liberty to reappoint him. Not more than three months nor less than one month prior to the completion of a three year term of office notice thereof shall be given to the appointing person or body.

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<sup>7</sup> Amended by Special Resolution dated 17 September 2008

<sup>8</sup> Amended by Special Resolution dated 17 September 2008

<sup>9</sup> Amended by Special Resolution dated 17 September 2008

The Hampstead Garden Suburb Trust Limited

40. Neither an executive officer of The Hampstead Garden Suburb Charitable Trust Limited nor an executive officer of the Company shall be eligible to be a Member of the Council.
41. The management of the business of the Company shall be vested in the Council who may exercise all such powers and do all such acts and things as the Company is by its Memorandum of Association or otherwise authorised to exercise or do and are not hereby or by statute directed or required to be exercised or done by the Company in General Meeting, subject nevertheless to the provisions of the Act and of these Articles and to any regulations, not being inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting, provided that no such regulations shall invalidate any prior act of the Council which would have been valid if the regulation had not been made or given.
42. The Council shall cause Minutes to be made in books provided for the purpose:-
  - (a) of all appointments of officers made by the Council;
  - (b) of the names of the Members of the Council present at each meeting of the Council; and
  - (c) of all resolutions and proceedings at all meetings of the Company and of the council
43. The Members of the Council shall be entitled to be repaid their reasonable travelling and other out-of-pocket expenses incurred by them in or about the business of the Company or in attending Council meetings.
44. The Council may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. A Member of the Council may and the Secretary at the request of a Member of the Council shall summon a meeting of the Council. A Member of the Council who is absent from the United Kingdom shall not while he is so absent be entitled to notice of any meeting of the Council.
45. The quorum necessary for the transaction of business of the Council shall be two Appointed Members together with two Elected Members. If within half an hour from the time appointed for the meeting a quorum is not present, it shall stand adjourned to the same day in the next week at the same time and place and at the adjourned meeting, two Appointed Members together with any two other Members of the Council, whether they be Appointed Members or Elected Members, shall be a quorum.
46. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman of the meeting shall not have a second or casting vote.
47. A Resolution passed at a meeting of the Council at which the Elected Members or the Appointed Members present are in a minority shall be of no effect if two Elected Members or two Appointed Members as the case may be representing the minority require the resolution to be ratified at a subsequent meeting of the Council by notice given at the first meeting or by notice in writing to the Secretary at the office given within seven days thereafter. A resolution ratified at a subsequent meeting duly convened and held shall be effective even if there shall then be present a lesser number of Elected Members or Appointed Members.
48. The continuing Members of the Council may act notwithstanding any vacancy in their body, but if, and so long as their number is reduced below the number fixed by Article 45 as the necessary quorum, the continuing Members or Member of the Council may act for the purpose of summoning a General Meeting of the Company but for no other purpose.



49. The Council may appoint a Chairman of the Council from amongst the Members of the Council and may determine the period for which he is to hold office. If there shall be no Chairman or if he shall not be present within five minutes after the time appointed for the holding of the meeting or if he shall be unwilling to act as Chairman the Members of the Council present may choose one of their number to be Chairman of the meeting.
50. All acts done by any meeting of the Council or by any Member of the Council acting as a Member of the Council shall notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Member of the Council or person acting as aforesaid, or that they or any of them were disqualified be as valid as if every such Member had been duly appointed or had duly continued in office and was qualified to be a Member of the Council.
51. The office of an Elected Member of the Council shall be vacated if he resigns office by notice in writing to the Company or if he becomes bankrupt, or if he becomes incapable by reason of mental disorder of discharging his duties as an Elected Member or if he ceases to be a Member of the Company or if he becomes disqualified from holding office under any provision of the Act.
52. A resolution in writing determined on without any meeting of the Council and signed by all the Members of the Council shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.
53. Any Member of the Council may appoint any other Member of the Council as a temporary substitute to attend and vote in his or her place at a meeting of the Council or may vote in writing under procedures to be determined by the Council on a matter to be considered at a meeting of the Council. Every appointment and removal of a proxy for the purposes of this Article shall be effected by notice in writing to the Company by e mail or under the hand of the Member of the Council making or revoking such appointment.<sup>10</sup>

Articles 54 – 57 intentionally omitted

### **THE SECRETARY**

58. The Council shall appoint a person or firm to the office of Secretary or Secretaries of the Company for such period and subject to the provisions of Clause 5 of the Memorandum of Association upon such terms as they think fit.
59. A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Member of the Council and the Secretary shall not be satisfied by its being done by or to the same person acting as both a Member of the Council and as or in place of the Secretary.
- 59 (A) The Council may at any time and from time to time appoint any person whether a member of the company or not to be Honorary President of the Company. Such officer shall be an honorary officer holding office at will carrying no executive duties or responsibilities and no voting powers.

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<sup>10</sup> Amended by Special Resolution passed 17 September 2008

**ACCOUNT AND AUDIT**

60. (1) The Council shall cause proper books of account to be kept with respect to:-
- (a) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place.
  - (b) all sales and purchases of goods by the Company; and
  - (c) the assets and liabilities of the Company and in such accounts assets held upon any special trust and receipts and payments on account of such trust shall be entered separately and apart from all other assets, receipts and payments; and shall keep all such other books of account as are necessary to exhibit a true and fair view of the state of affairs of the Company and to explain its transactions.
61. The books of account shall be kept at the registered office of the Company, or, subject to Section 147(3) of the Act, at such other place or places as the Council think fit, and shall always be open to the inspection of the Members of the Council.
62. Subject to such reasonable restrictions or conditions as to the time and manner of inspecting the same as may from time to time be imposed by the Company in General Meeting, the accounts of the Company shall be open to the inspection of the Members of the Company during business hours.
63. The council shall from time to time in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act.
64. A copy of every balance sheet (including every document required by law to be annexed thereof) which is to be laid before the company in General Meeting together with a copy of the Auditor's Report and Income and Expenditure Account shall, not less than twenty-one days before the date of the meeting be sent to all persons entitled to receive notice of the General Meetings of the Company and to each Member of the Council. Provided that this Article shall not require a copy of these accounts to be sent to any person of whose address the Company is not aware.
65. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act.
66. The company shall, on being so required by any person send to him a copy of any balance sheet of the Company which has been laid before the Company in General Meeting together with a copy of the Auditors' Report and Income and Expenditure Account subject to payment of such sum as the Company may require.

**THE SEAL**

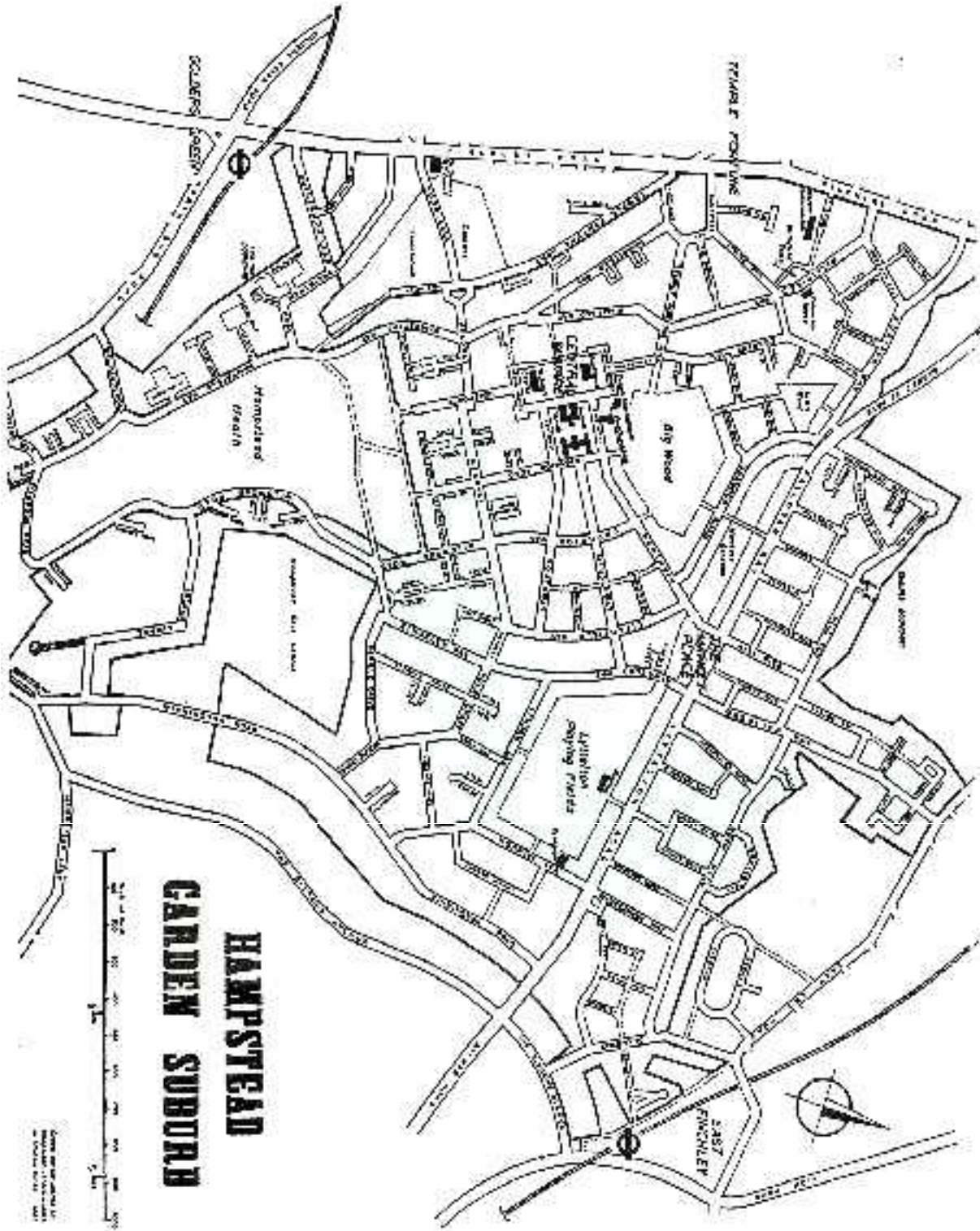
67. The Seal of the company shall not be affixed to any instrument except by the authority or resolution of the Council and in the presence of a Member of the Council and the Secretary or such other person as the Council may appoint for the purpose; and that Member of the Council and the Secretary or other person as aforesaid shall sign any instrument to which the Seal of the Company is so affixed in their presence.

### **NOTICES**

68. A notice may be given by the Company to any person who is a Member of the Company either personally or by sending it by post to him to his address as appearing in the Register of Members. When a notice is sent by post service of the notice shall be deemed, to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to be have effected at the expiration of twenty-four hours after the letter containing the same was posted.
69. Notices or appointments that require to be given to the Company under these Articles or otherwise may be sent to or left at the Office and upon any such notice (other than a notice of resignation of office) or appointment being sent to or left at the office, the company shall give in writing thereof to the person to whom it relates provided that the omission so to do shall not affect the validity of the notice or appointment so sent to or left at the office.
70. Notice of every General Meeting shall be given in some many hereinbefore authorised to every Member and Appointed Members of the Council and to the Auditor for the time being of the company. No other personal shall be entitled to receive notices of General Meetings.

### **WINDING UP**

71. The provisions of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were related in these Articles.



CHARLES L. WHISHAW   J. K. McCALL   N. D. TARLING   T.J. HUNT

J. R. CADE   J. P. YERBURY   R. J. WINDMILL