

Number of Company : 668145

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Memorandum



R5LBVP37

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07/12/2016

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COMPANIES HOUSE

AND

Articles of Association

OF

HIVE GARDENS (Sandbanks)
LIMITED

INCORPORATED THE 19th DAY OF AUGUST, 1960.

Solicitors
TREVANION & CURTIS,
POOLE, DORSET

JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS, SEAL ENGRAVERS, AND PRINTERS AND PUBLISHERS
116 CHANCERY LANE, LONDON, W C 2, AND 13 BROAD STREET PLACE, LONDON, E C 2.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

HIVE GARDENS (Sandbanks)
LIMITED

- 1 The Name of the Company is "HIVE GARDENS (SANDBANKS) LIMITED."
- 2 The Registered Office of the Company will be situate in England.
- 3 The Objects for which the Company is established are :—
 - (A) To acquire the freehold property known as the Hive Estate, Sandbanks, Poole in the County of Dorset and to hold the same as an investment for the benefit of the lessees and occupiers for the time being of the flats comprised therein, and with a view thereto to accept a Transfer of the said property which has been already prepared and engrossed and is expressed to be made between Horace William Clark and Frederic William Schwyn of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the Subscribers hereto
 - (B) To manage and maintain the property mentioned in the preceding Sub-Clause, and to collect the rents and income thereof, and to supply to the lessees, tenants and occupiers of the flats comprised therein water, light, electric conveniences, cleaning, gardens, garages and all other amenities, services and advantages
 - (C) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company
 - (D) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, garages, walls, fences, or other structures and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.
 - (E) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

- (F) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined
- (G) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and to give guarantees or become security for any such persons, firms, or companies.
- (H) To borrow or raise money in such manner as the Company shall think fit.
- (I) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- (J) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company.
- (K) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same
- (L) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (M) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4 The Liability of the Members is Limited.

5 The Share Capital of the Company is One-Hundred-and-Ten Pounds divided into Twenty-Two Shares of Five Pounds each.

We the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p>HORACE WILLIAM CLARK, (signed) H W CLARK Pitts Farm, Magna Road, Kinson, Bournemouth. Company Director</p>	One
<p>FREDERIC WILLIAM SCHWYN, (signed) F W. SCHWYN 43 Knyveton Road, Bournemouth Company Director.</p>	One

Dated this 27th day of July, 1960.

Witness to the above Signatures—

G L STOATE,
Solicitor,
Poole.

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

HIVE GARDENS (Sandbanks)
LIMITED

PRELIMINARY

1 The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby that is to say, Clauses 24, 40 to 43 inclusive, 63, 75, 76, 77, 88 and 89 in Part I of Table A shall not apply to the Company, and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company

2 The Company is a Private Company and Clauses 2, 3, 5 and 6 (but not Clauses 1 and 4) in Part II of Table A shall also apply to the Company

3 The Directors shall forthwith or as soon as may be deemed expedient, accept on behalf of the Company (either with or without modification), the Transfer referred to in Clause 3 Sub-Clause (A) of the Memorandum of Association. The Company is formed on the basis that the said Transfer shall be accepted with or without such modification as aforesaid, and no objection shall be taken to the said Transfer, nor shall any Promoter or Director of the Company be liable to account to the Company for any profit or benefit derived by him under the said Transfer, by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Transfer or the property comprised therein, or by reason of the consideration having been fixed or the terms of the said Transfer settled by the Vendor without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board, but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Transfer, including any such modification as aforesaid, and to have assented to all the terms thereof

SHARE CAPITAL AND SHARES

4 The original Share Capital of the Company is One-Hundred-and-Ten Pounds, divided into Twenty-Two Shares of Five Pounds each.

5 Subject to the terms of the Transfer referred to in Article 3 hereof, and subject also to the provisions of Articles 8 and 9 hereof, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit

6 The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders

MEMBERSHIP.

7 In this and the following Articles —

"The Transfer" means the Transfer mentioned in Clause 3 (A) of the Memorandum of Association

"The Flats" means the flats or tenements for the time being comprised in the property transferred to the Company by the Transfer

"Flatholder" means the person or persons to whom a Flat has been demised for a long term of years by one of the Leases (deriving immediately out of the freehold interest in the said property) to which the Transfer is expressed to be subject, or to whom, in the event of any such terms by any means ceasing and determining, a Flat may at any time thereafter be so demised by the Company for a term of not less than ninety-nine years, and so that, whenever two or more persons are for the time being joint Flatholders of any one Flat, they shall for all the purposes of these Articles be deemed to constitute one Flatholder

8. The Shares of the Company numbered 1 to 22 inclusive, shall be allocated respectively to the Flats designated by the like numbers, and as soon as may be after the execution of the Transfer there shall be made such transfers and allotments of shares as shall ensure that each Flatholder holds one and only one share in respect of each Flat of which he is the Flatholder, being the share allocated to that Flat as aforesaid, and that no person who is not a Flatholder holds any share or shares of the Company, to the intent that the members of the Company shall all be Flatholders and that no person who is not a Flatholder shall at any time be admitted as a Member

9. (A) If any Flatholder parts with all interests in the Flat held by him, or if his interests therein for any reason ceases and determines, he shall transfer his share in the Company to the person or persons becoming Flatholder of the said Flat in his place

(B) The price to be paid on the transfer of every share under this Article shall, unless the transferor and transferee otherwise agree, be its nominal value.

(C) If the holder of a share refuses or neglects to transfer it in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the Attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred hereunder, and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share in the Register of Members as the holder thereof

(d) Any person who ceases to be a Flatholder by virtue of acquiring the freehold of his Flat (in this article the "Seller") shall, at the written request of the Company, sell his share back to the Company or to such other person as the Company may direct. The purchase price for the share shall be equal to its nominal value and the Seller shall sell the share with good title and free from encumbrances. If the Seller fails to sign any documents reasonably required by the Company to be signed in connection with such sale then the Company is irrevocably authorised to appoint any person it nominates for the purpose as agent to

transfer the Seller's share on the Seller's behalf and to do anything else that the Company may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest) Prior to completing the sale of the share the Company may require the Flatholder to pay all sums payable to the Company including any sums called for by the Company under article 19 or otherwise for the period up to the date of the buyback or transfer

10. If a Member shall die or be adjudged bankrupt, his personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided he or they shall for the time being be the Flatholder of the Flat formerly held by such deceased or bankrupt Member

GENERAL MEETINGS.

11. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

12. Clause 54 in Part I of Table A shall be read and construed as if the words " Meetings shall be dissolved " were substituted for the words " Members present shall be a quorum."

ATTENDANCE AND VOTING AT MEETINGS.

13. If two or more persons shall be the joint Flatholders of a Flat, they shall hold jointly the share allocated to such Flat. Both or all of them may attend meetings of Members of the Company, but only one of them whose name appears first in the Register of Members shall, subject as hereinafter provided, be entitled to vote. Provided that if, before the commencement of any meeting of Members, both or all of the joint holders of the said share give to the Secretary notice in writing that they desire one of them, named in such notice, other than the one whose name appears first in the Register of Members, to vote at that Meeting, then he alone shall have the sole right to vote thereat.

DIRECTORS

14 Until the execution of the Transfer and the completion of the transfers and allotments of shares to be made in accordance with Article 8 hereof, the transferors, HORACE WILLIAM CLARK and FREDERIC WILLIAM SCHWYN shall be the Directors of the Company. Forthwith thereafter they shall convene an Extraordinary General Meeting of the Company at which they shall resign office and at which the Members shall pass an Ordinary Resolution appointing not less than three nor more than six of their number to be Directors provided always that only one of any two or more joint holders of a share shall be entitled to hold office at any one time: Provided also that a Member being a corporation shall not be capable of being appointed a Director but may nominate, by instrument in writing served on the Secretary of the Company a natural person to be a Director on its behalf

15 Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

16. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted in estimating a quorum when any such contract or arrangement is under consideration, and Clause 84 in Part I of Table A shall be modified accordingly.

17 At the first Annual General Meeting of the Company following the appointment of Directors under Article 14 hereof and at every subsequent Annual General Meeting, one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

18 The office of a Director shall be vacated —

(A) If he ceases to be a Flatholder.

(B) If by one calendar months' notice in writing to the Company he resigns office.

EXPENSES

19. The Members of the Company shall from time to time, and whenever called upon by the Company so to do, contribute equally to all expenses and losses whatsoever which the Company shall properly incur on their behalf, and in respect of which they are not otherwise bound to contribute in their capacity of Flatholders

WINDING UP

20. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS

HORACE WILLIAM CLARK,

(signed) H. W. CLARK

Pitts Farm,

Magna Road,

Kinson,

Bournemouth.

Company Director

FREDERIC WILLIAM SCHWYN,

(signed) F. W. SCHWYN

43 Knyveton Road,

Bournemouth.

Company Director

Dated this 27th day of July, 1960.

Witness to the above Signatures—

G. L. STOATE,

Solicitor,

Poole.