

The Companies Act 2006

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

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**ARTICLES OF ASSOCIATION  
OF**

**WIMBLEDON PARK RESIDENTS' ASSOCIATION**

Certificate Number:  
16005278

Incorporated on:  
8th October 2024



**ARTICLES OF ASSOCIATION**

**OF**

**WIMBLEDON PARK RESIDENTS' ASSOCIATION**



**Charity and Social Business Team**

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File Ref: CTR/185656.2

# **THE COMPANIES ACT 2006**

**Company Limited by Guarantee and not having a Share Capital**

## **ARTICLES OF ASSOCIATION**

**OF**

### **WIMBLEDON PARK RESIDENTS' ASSOCIATION**

**(the "Company")**

#### **1. Meaning of Words**

- 1.1 In these Articles the following words will have the meanings shown opposite them, unless the context indicates another meaning:

<b>Words</b>	<b>Meanings</b>
"Articles"	these Articles of Association;
"Board"	the board of Directors of the Company;
"Board Appointment Meeting"	means the first meeting of the Board in any calendar year;
"Chair"	the Chair of the Board of Directors or any person discharging the functions of the Chair;
"Company"	the company regulated by these Articles;
"Clear Days"	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
"Companies Act"	the Companies Acts (as defined in s.2 Companies Act 2006) in so far as they apply to the Company;
"Connected Person"	for the purposes of Articles 6 and 8.1 has the meaning given to it in Article 6.5;
"Directors"	means the directors of the Company and in the context of Article 6 shall include their connected persons as defined in Article 6.5;
"Material Benefit"	a benefit, direct or indirect, which may not be financial but has a monetary value;
"Member"	a company law member of the Company;

“Month”	calendar month;
“Objects”	the Objects of the Company as defined in Article 3.1;
“Office”	the registered office of the Company;
“Ordinary Resolution”	a resolution agreed by a simple majority of the Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold a simple majority of the voting rights;
“Regulations”	any rules, standing orders or regulations made in accordance with these Articles;
“Seal”	the common seal of the Company, if any;
“Signed”	shall include such forms of authentication that are permitted by law;
“Special Resolution”	a resolution agreed by a 75% majority of Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold 75% of the voting rights;
“United Kingdom”	Great Britain and Northern Ireland; and
“Written” or “in Writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

## 1.2 In these Articles:

- 1.2.1 The words “person” or “people” includes charitable incorporated organisations, royal charter corporations, companies, trusts, societies or associations, government departments or statutory authorities and other individuals, corporations, partnerships or other incorporated or unincorporated bodies.
- 1.2.2 Apart from the words defined above, any words or expression defined in the Companies Act will have the same meanings in these Articles, unless the context indicates another meaning.
- 1.2.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.2.4 The words “include(s)”, “including” or “in particular” are deemed to have the words “without limitation” following them. Where the context permits, the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.

1.2.5 References to a gender shall include all genders.

## **2. Registered Office**

2.1 The registered office of the Company will be in England and Wales.

## **3. Objects**

3.1 The objects of the Company shall be to represent the residents in the Wimbledon Park ward and its surrounding areas to ensure the preservation, improvement, protection and advancement of the community's amenities.

## **4. Powers**

4.1 The Company has the following powers which may be used only to promote the Objects:-

### *Acquisition, management and disposal of assets*

- 4.1.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.1.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company;
- 4.1.3 to borrow money and to charge the whole or any part of the property belonging to the Company as security;
- 4.1.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;

### *Staff, agents and advisers*

- 4.1.5 to employ and pay any employees and other staff, consultants, agents and advisers;
- 4.1.6 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

### *Funding*

- 4.1.7 to invite and receive contributions or grants, enter into contracts, seek subscriptions and raise funds in any way including by carrying on trade;
- 4.1.8 to give or receive guarantees or indemnities;

### *Activities*

- 4.1.9 to participate in any legal proceedings and to instruct and pay lawyers, barristers and any other experts to advise and act on the Company's behalf;
- 4.1.10 to produce, print and publish anything in or on any media;

- 4.1.11 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 4.1.12 to promote and advertise the Company's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning;
- 4.1.13 to undertake the administration or management (whether as trustee, agent or otherwise) of any trust;
- 4.1.14 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person;

#### *Collaboration*

- 4.1.15 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Company or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;
- 4.1.16 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 4.1.17 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 4.1.18 to co-operate and enter into any arrangements with any person;

#### *Banking and Insurance*

- 4.1.19 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.20 to insure any risks arising from the Company's activities;
- 4.1.21 to purchase indemnity insurance for the Directors;

#### *Investment*

- 4.1.22 to invest in any investments, securities or properties;
- 4.1.23 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;
- 4.1.24 to delegate upon such terms and at such reasonable remuneration as the Company may think fit to an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value);
- 4.1.25 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Directors

or of a financial expert acting under their instructions, and to pay any reasonable fee required;

*Other matters*

4.1.26 to pay all the expenses and costs of establishing the Company; and

4.1.27 to do anything else within the law which promotes or helps to promote the Objects.

**5. Use of funds and property**

5.1 No part of the Company's funds or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member.

5.2 Nothing in this Article 5 shall prevent a Member of the Company or a Director receiving any benefit as a beneficiary (provided that such benefit shall be available in the same form to other beneficiaries who are not Directors).

**6. Permitted benefits**

6.1 A Director or Connected Person must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company, except as set out in Articles 6.2 and 6.3.

6.2 A Director or Connected Person may receive the following benefits from the Company:

6.2.1 reasonable and proper remuneration for any goods or services actually rendered to the Company (excluding the service of acting as a Director and services performed by a Director as an employee of the Company);

6.2.2 reasonable interest on the money lent to the Company;

6.2.3 reasonable and proper rent for premises demised or let by any Director or Connected Person.

6.3 A Director may also receive the following from the Company:

6.3.1 reasonable out-of-pocket expenses;

6.3.2 reasonable and proper premiums in respect of any Director and Officer indemnity insurance policy taken out pursuant to Article 4.1.21 above; or

6.3.3 any payment to a Director under the indemnity provisions in these Articles.

6.4 No Director shall vote on or be present during the discussion of, or the authorisation of, any decision in respect of matters set out in Article 6 applicable to that Director except where it relates to the approval of the purchase of indemnity insurance pursuant to Article 6.3.2 or the payment of an indemnity pursuant to Article 6.3.3, in each case where such payment is to be made to or for the benefit of a majority of the Directors.

6.5 For the purposes of these Articles, a Director is deemed to be connected to:

- 6.5.1 any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his partner or any other family member who is dependent or partially dependent on the Director; and
- 6.5.2 any firm or company in which the Director is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares do not give him, or him together with any dependent, a substantial interest (being more than one-fifth of the shares or voting power of the relevant company).

## **7. Limited liability and guarantee**

- 7.1 Each Member undertakes to pay £1 in the event of the Company being wound up or dissolved while they are a Member or within one year after ceasing to be a Member, towards:-
  - 7.1.1 payment of the debts and liabilities of the Company incurred before they ceased to be a Member;
  - 7.1.2 payment of the costs, charges and expenses of winding up; and
  - 7.1.3 adjustment of the rights of the contributories among themselves.
- 7.2 The liability of the Members is limited to £1.

## **8. Indemnity of Directors**

- 8.1 For the purposes of this Article 7.1, "Relevant Director" means any Director or former Director of the Company.
- 8.2 Without prejudice to any indemnity to which a Relevant Director may otherwise be entitled, the Company shall indemnify every Relevant Director out of the assets of the Company against all costs and liabilities incurred by the Relevant Director or officer in that capacity to the extent permitted by the Companies Act.
- 8.3 To the extent permitted by law, the Company may provide funds to every Relevant Director to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by them as a Relevant Director, provided that they will be obliged to repay such amounts no later than:
  - 8.3.1 if they are convicted in proceedings, the date when the conviction becomes final; or
  - 8.3.2 if judgment is given against them in proceedings, the date when the judgment becomes final; or
  - 8.3.3 if the court refuses to grant them relief on any application under the Companies Act, the date when refusal becomes final.

## **9. Conflicts of Interest**

- 9.1 For the purposes of this Article 9, "Conflict of Interest" means any direct or indirect interest of a Director (whether personally or by virtue of a duty of loyalty to



another organisation or otherwise) that conflicts, or may conflict with the interests of the Company, because the Director or a Connected Person may receive a benefit from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company.

- 9.2 Subject to Article 9.4, whenever a Director is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Director must:
- 9.2.1 fully declare the nature and extent of the interest before discussion begins on the matter,
  - 9.2.2 withdraw from the meeting or discussion for that item, after providing any information requested by the other Directors,
  - 9.2.3 not be counted in the quorum for that part of the meeting or decision-making process,
  - 9.2.4 be absent during the vote and have no vote on the matter, and
  - 9.2.5 comply with any other requirement which the other Directors resolve is necessary.
- 9.3 If any question arises as to whether a Director has a Conflict of Interest, the question must be decided by a majority decision of the other Directors.
- 9.4 When any Director has a Conflict of Interest, the Directors who do not have a Conflict of Interest (if they form a quorum without counting the Director and are satisfied that it is in the best interests of the Company to do so) may by resolution passed in the absence of the Director permit the Director, notwithstanding any Conflict of Interest which has arisen or may arise for the Director, to:
- 9.4.1 continue to participate in discussions leading to the making of a decision, or to vote, or both,
  - 9.4.2 disclose to a third party information confidential to the Company,
  - 9.4.3 take any other action not otherwise authorised which does not involve the receipt by the Director (or a Connected Person) of any payment or Material Benefit from the Company, or
  - 9.4.4 refrain from taking any step required to remove the conflict.
- 9.5 Where a Director has a Conflict of Interest which has been declared to the Directors, the Director shall not be in breach of that Director's duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence, provided that a Director may not withhold information relating to a direct or indirect personal benefit for the Director.
- 9.6 The Directors shall observe the other duties and rules in the Companies Act, and such other rules as the Board adopts, in relation to the management of Conflicts of Interest.

## **MEMBERS AND MEMBERSHIP**

### **10. Membership**

- 10.1 Membership is open only to persons who agree to be a Member and who are admitted into Membership by the then current Directors. A Director shall not automatically be admitted as a Member on being appointed as a Director.
- 10.2 Membership is not transferrable.

### **11. Register of Members**

- 11.1 The Company shall maintain a register of Members with an entry for each Member showing the Member's name and address and the date on which the Member became a Member and ceased to be a Member. The register of members must be kept at the Office or at a single alternative inspection location.
- 11.2 The register must be made available for inspection:
  - 11.2.1 by any Member without charge; and
  - 11.2.2 by any other person within five working days of receiving a request that is for a proper purpose in accordance with the Companies Act, and subject to the payment of a fee at a level that is permitted by law.

### **12. Written Agreement to Resolution**

- 12.1 Except in the case of a resolution to remove a Director or the auditors before the expiry of their term, Members may pass a written resolution without a meeting being held, provided that:
  - 12.1.1 it is in Writing;
  - 12.1.2 a copy of the proposed resolution has been sent to every eligible Member;
  - 12.1.3 in the case of a Special Resolution it must be stated on the resolution that it is a Special Resolution, and it must be Signed by at least 75 per cent. of Members entitled to receive notice of and to attend general meetings;
  - 12.1.4 in the case of an Ordinary Resolution it must be Signed by a majority of Members entitled to receive notice of and to attend general meetings; and
  - 12.1.5 it is contained in a document which has been received at the Office within the period of 28 days beginning with the circulation date.
- 12.2 A written resolution may consist of two or more documents in identical form Signed by Members and is passed when the required majority of eligible Members have signified their agreement to it.

### **13. Annual General Meetings**

- 13.1 The Company need not but may hold an annual general meeting in addition to any other general meeting in every calendar year. If held, the annual general meeting must be specified as such in the notices calling it.

## **14. General Meetings**

- 14.1 Subject to the provisions of the Companies Act, the Company shall dispense with the holding of general meetings. The Company shall pass resolutions by means of written resolutions.
- 14.2 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting.
- 14.3 Where the Act requires or the Members request a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the holding of meetings for private companies limited by guarantee shall apply. For the avoidance of doubt, the Company shall be entitled to call a general meeting as an electronic or hybrid meeting.

## **BOARD OF DIRECTORS**

### **15. Powers of the Board**

- 15.1 The business of the Company is managed by the Board, which may use all the powers of the Company that are not, by the Companies Act or by these Articles, reserved to the Members or to them in their capacity as Members.

### **16. Composition of the Board**

- 16.1 The first Board consists of those people named in Form IN01 filed under Section 9 of the Companies Act and sent to the Registrar of Companies or as otherwise authenticated electronically when the Company is formed or as subsequently appointed by them.
- 16.2 After that, the Board consists of not fewer than 3 and no more than 9 persons appointed by the Members. Members may likewise remove a Director.
- 16.3 Directors are appointed by the Members for a term of three years and a Director who has served their term must retire at the Board meeting that occurs nearest after the end of their term.
- 16.4 Subject to Article 16.5, a retiring Director who remains eligible may be re-appointed.
- 16.5 If a Director's re-appointment would result in them serving more than 9 years in office they shall retire and shall not be eligible for re-election until they have had at least one year out of office. Thereafter they shall be eligible for re-election by the Members on the recommendation of the Board.

### **17. Disqualification, resignation and removal of Directors**

- 17.1 A Director shall cease to be a Director if the Director:-
  - 17.1.1 becomes bankrupt or makes any arrangement or composition with their creditors;
  - 17.1.2 is disqualified by law from serving as a company director unless there is an appropriate exception in place;

- 17.1.3 is considered by the Board to have become incapable, whether mentally or physically, of managing their own affairs and remains so for a period of at least three months and a majority of the other Directors resolve that they must cease to hold office;
- 17.1.4 resigns by notice in Writing to the Directors (but only if at least three Directors will remain in office when the resignation is to take effect);
- 17.1.5 is absent without permission from three consecutive meetings of the Directors and it is resolved by a majority of the other Directors to remove the Director;
- 17.1.6 breaches his duties under the Companies Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75 per cent. of the other Directors present and voting at a meeting and that prior to such a meeting the Director in question has been given written notice of the intention to propose such a resolution at the meeting;
- 17.1.7 is removed from office by a resolution of at least 75 per cent. of the other Directors present and voting at a Board meeting provided:
  - (a) at least half of the serving Directors are present at the meeting; and
  - (b) that prior written notice of meeting and the intention to propose such a resolution has been given to the Director in question; or
- 17.1.8 dies.

## **18. Notification of change of Directors**

- 18.1 All appointments, retirements or removals of Directors and the Company Secretary (if any) must be notified to the Registrar of Companies and the Company Commission.

## **DECISION-MAKING BY THE DIRECTORS**

### **19. Meetings of the Board**

- 19.1 The Directors shall aim to hold at least 2 meetings each year.
- 19.2 The Board may meet, adjourn and run its meetings as it wishes, subject to these Articles and the Companies Act.

### **20. Calling a meeting**

- 20.1 The Company, if requested by the Chair or any three Directors, must call a meeting of the Board.

### **21. Participation in meetings**

- 21.1 Board meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

**22. Quorum for Board meetings**

22.1 The quorum for a Board meeting is at least three Directors.

22.2 A Director shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote.

**23. Chair of Board meetings**

23.1 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each Board meeting.

**24. Voting**

24.1 Matters for decision at any meeting must be decided by a majority of votes and each Director has one vote (including the Chair).

24.2 If the votes are equal, the Chair has a second or casting vote (unless, in accordance with these Articles, the Chair is not to be counted as participating in the decision-making process for quorum or voting purposes).

**25. Resolutions in Writing without a Board meeting**

25.1 A resolution in Writing Signed by at least two-thirds of the Directors is as valid as if it had been passed at a properly held meeting of the Board. The resolution may consist of several documents in the same form Signed by the required majority of the Directors.

**26. Officers of the Board**

26.1 The Directors may appoint or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Directors, with the exception of the company secretary who may but need not be a Director.

**27. Board's right to act despite vacancies**

27.1 The Board may act despite any vacancy on the Board, but if the number of Directors falls below the number fixed as the quorum, it may act only to appoint further Directors.

**28. Validity of acts done at meetings**

28.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Director, anything done before the discovery is valid.

**DELEGATION BY THE BOARD AND COMMITTEES**

**29. Delegation by the Board**

29.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles—

29.1.1 to such person or committee;

29.1.2 by such means (including by power of attorney);

- 29.1.3 to such an extent;
  - 29.1.4 in relation to such matters; and
  - 29.1.5 on such terms and conditions;
- as they think fit.
- 29.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom, or committee to which, they are delegated.
- 29.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **ADMINISTRATIVE MATTERS**

### **30. Appointment and Removal of a Company Secretary**

- 30.1 The Board may (but need not) appoint and remove a Company Secretary in accordance with the Companies Act and may decide their period of office, pay and any conditions of service.

### **31. Appointment of Reporting Accountants or Auditors**

- 31.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

### **32. Records**

- 32.1 The Board must keep records of:-
- 32.1.1 all proceedings at Board meetings (including the names of the Directors present);
  - 32.1.2 all written resolutions
  - 32.1.3 all reports of committees
  - 32.1.4 all proceedings at general meetings; and
  - 32.1.5 all professional advice received.
- 32.2 Board minutes must be kept for a minimum of 10 years from the date of the meeting.

### **33. Articles, accounts and other statutory records**

- 33.1 The Accounts, the Articles and any Regulations must be kept at the Office or at a single alternative inspection location decided by the Board.
- 33.2 The Articles and any Regulations must be available for inspection by the Members of the Company and any Member who requests a copy of the Articles must be sent a copy.

33.3 The Accounts must always be open to inspection by Directors.

#### **34. Accounts and returns**

34.1 The Directors must comply with the requirements of the Companies Act as to keeping financial records, the audit or examination of Accounts and the preparation of Accounts, and annual reports and returns.

34.2 The Board must, for each financial year, send a copy of its annual Accounts and reports (or if applicable summary financial statements) to every person who is entitled to receive notice of general meetings at the same time as they file the Accounts with Companies House, within 9 months of the end of the Company's financial year.

34.3 Copies need not be sent to a person for whom the Company does not have a current address (as defined in the Companies Act).

34.4 To the extent required by law, the Board must file the Accounts and reports (or summary financial statements) with Companies House within 9 months of the end of the Company's financial year or within any other deadlines specified by law.

#### **35. Service of Notices**

35.1 The Company may provide notices, accounts or other documents to any Member either:

35.1.1 in person; or

35.1.2 by hand-delivery or ordinary post to the Member's registered address;

35.1.3 if the Member has provided the Company with an email address, by email to that address (subject to the Member having consented to receipt of the notice, documents or accounts in this way); or

35.1.4 in accordance with the provisions for communication by website set out below.

35.2 If a Member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which the Member has provided to the Company for that purpose, or in accordance with the other methods set out in Article 35.1.

35.3 If a notice, accounts or other documents are sent by post, they will be treated as having been served by the Company correctly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Company receives no indication that they have not been received.

35.4 Any notice or other document sent in accordance with these Articles is to be treated as having been received:

35.4.1 if sent by post, 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post;

35.4.2 if sent by email, 24 hours after having been properly sent; or

35.4.3 immediately on being handed to the recipient personally.

35.5 The Company may assume that any e-mail address provided to it by a Member remains valid unless the Member informs the Company that it is not.

35.6 Where a Member has informed the Company in Writing of their consent, or has given deemed consent in accordance with the Companies Act, to receive notices, accounts or other documents from the Company by means of a website, such information will be validly given if the Company sends that Member a notification informing them that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information relates to a general meeting, the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

### **36. Irregularities**

36.1 The making of any decision, or the proceedings at any meeting of the Directors, Members or a committee shall not be invalidated by reason of:

36.1.1 any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice,) or

36.1.2 the lack of qualification in any of the persons present and voting,

unless a provision of the Companies Act specifies that the informality, irregularity or lack of qualification shall exclude it.

### **37. Who is Entitled to Notice of General Meetings**

37.1 Notice of every general meeting must be given to:-

37.1.1 every Member (except those Members who lack a registered postal address within the United Kingdom and have not given the Company a postal address for notices within the United Kingdom);

37.1.2 the reporting accountants or auditor of the Company;

37.1.3 all Directors.

### **38. Regulations**

38.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a Special Resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

### **39. Winding-up of the Company**

39.1 If the Company is wound-up or dissolved, and there remains any assets after all debts and liabilities have been met, the assets must be given or transferred to one



or more other not-for-profit bodies with objects which are the same as or similar to those of the Company.

- 39.2 The recipient(s) of the remaining assets of the Company shall be chosen by the Directors at or before the time of winding-up or dissolution.