

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

of

**POINTALLS ALLOTMENTS LIMITED**

A Company Limited by Guarantee

Pointalls Allotments Limited

Incorporated as a Company Limited by Guarantee on 22<sup>nd</sup> December 2016

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Companies Acts 1985 to 2006  
Company Limited by Guarantee

**MEMORANDUM OF ASSOCIATION**  
of  
**POINTALLS ALLOTMENTS LIMITED**

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a Member of the Company.

Companies Acts

Company Limited by Guarantee

**ARTICLES OF ASSOCIATION**

of

**POINTALLS ALLOTMENTS LIMITED**

**1. Objects**

The Objects of the Company are to facilitate and promote the science, art and practice of horticulture and the recreational enjoyment and use of gardens, allotments and small holdings and in particular but without limitation to the generality of the foregoing:

- 1.1 to lease or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property and to operate and manage allotments generally and in particular in the district of the London Borough of Barnet;
- 1.2 to act as suppliers of services, facilities, materials and supplies to the users of allotments;
- 1.3 to promote the interests of gardeners;
- 1.4 to educate in the principles and practice of horticulture;
- 1.5 to engage in trades or businesses related to the working of allotments and small holdings; and
- 1.6 to deal in horticultural and agricultural products and materials and to carry on any horticultural or agricultural business and any other trade or business or activity whatever which can in the opinion of the Board be advantageously or conveniently carried on in connection with or ancillary to any of the businesses of the Company.

**2. Powers**

The Company may do all such lawful things as may further the Company's objects.

**3. Membership and Limited Liability**

- 3.1 The subscribers to the Memorandum are the first Members.
- 3.2 No person shall become a Member of the Company unless—
  - (a) that person has completed an application for membership in a form approved by the directors,
  - (b) that person has been allocated an allotment which is managed by the Company pursuant to a letting agreement with the Company, and
  - (c) the directors have approved the application.

- 3.3 Membership is not transferable.
- 3.4 Membership is terminated if:
- (a) the Member dies;
  - (b) the Member ceases to hold an allotment which is managed by the Company pursuant to a letting agreement with the Company: or
  - (c) otherwise in accordance with the Articles.
- 3.5 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for—
- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
  - (b) payment of the costs, charges and expenses of winding up, and
  - (c) adjustment of the rights of the contributories among themselves.

#### **4. General Meetings**

- 4.1 General meetings shall be called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) at least 28 clear days' written notice setting out the terms of the proposed special resolution. No business other than that explicitly set out in such notice shall be transacted at such meeting.
- 4.2 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by ordinary resolution.
- 4.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least five. No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Member appointed by the Directors who are present or failing that elected by those Members present, shall chair each general meeting. The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".
- 4.5 Every Member present in person or by proxy has one vote on each issue and the chair of the meeting does not have a second or casting vote.
- 4.6 The Company must hold an AGM in every calendar year.
- 4.7 At an AGM the Members:
- (1) Approve the minutes of the previous AGM and any intervening EGMs;
  - (2) Receive an annual report from the Board on the Company's activities since the previous AGM;
  - (3) Receive the annual accounts of the Company for the previous year;
  - (4) Elect Directors; and
  - (5) Transact any other business put before them by the Board in the notice for the meeting.

- 4.8 A EGM may be called by the Board at any time and must be called within 21 days of a written request from at least 20% of the Membership stating clearly the resolution or resolutions to be discussed (or 35 days if a special resolution is to be proposed).
- 4.9 (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.  
(2) The chair of the meeting may adjourn a general meeting at which a quorum is present if—  
(a) the meeting consents to an adjournment, or  
(b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.  
(3) The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.  
(4) When adjourning a general meeting, the chair of the meeting must—  
(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and  
(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.  
(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—  
(a) to the same persons to whom notice of the Company's general meetings is required to be given, and  
(b) containing the same information which such notice is required to contain.  
(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 4.10 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 4.11 (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.  
(2) Any such objection must be referred to the chairman of the meeting whose decision is final.
- 4.12 (1) A poll on a resolution may be demanded—  
(a) in advance of the general meeting where it is to be put to the vote, or  
(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.  
(2) A poll may be demanded by—  
(a) the chair of the meeting;  
(b) the directors;  
(c) two or more persons having the right to vote on the resolution.  
(3) A demand for a poll may be withdrawn if—  
(a) the poll has not yet been taken, and  
(b) the chair of the meeting consents to the withdrawal.

(4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

- 4.13 (1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
- (a) states the name and address of the Member appointing the proxy;
  - (b) identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 4.14 (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

## **5. Board of Directors.**

- 5.1 The subscribers to the Memorandum (being the first Members) are also the first Directors. Subsequent Directors are elected by the Members or co-opted by the Board.
- 5.2 Any person who is willing to act as a director, is a Member and is permitted by law to do so, may be appointed to be a director—
- (a) by ordinary resolution, or
  - (b) by a decision of the directors pursuant to Article 5.5.
- 5.3 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be a maximum number of 11 directors and a minimum number of 3 directors. All directors must be Members and aged over eighteen.

- 5.4 All Directors must stand down at each AGM but, if eligible, may re-stand for election.
- 5.5 The Board may co-opt as a Director any Member to fill a casual vacancy amongst the Directors.
- 5.6 A person ceases to be a director if:
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
  - (g) that person is absent from three consecutive meetings of the Board without submitting an apology in writing or in electronic form to the Secretary;
  - (h) that person ceases to be a Member of the Company; or
  - (i) that person is removed by ordinary resolution at a general meeting.
- 5.7 A technical defect in the appointment of a Director of which the Board is unaware at the time does not invalidate decisions taken at a Board meeting.
- 5.8 (1) The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.  
(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **6. Board Proceedings**

- 6.1 A quorum at a meeting of the Board is three Directors, but if the total number of Directors is below three then the remaining Directors may act but only to co-opt additional Directors.
- 6.2 A Board meeting may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.
- 6.3 (1) The directors shall appoint a director to chair their meetings.  
(2) The person so appointed for the time being is known as the Chair.  
(3) The directors may terminate the Chair's appointment at any time.

- (4) If the Chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 6.4 (1) Any director may call a directors' meeting by authorising the Secretary to give such notice.
- (2) Notice of any directors' meeting must indicate—
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 6.5 Except where otherwise provided by these Articles every issue may be determined by a simple majority of the votes cast at a meeting of the Board but a resolution in writing which is signed by 75% of all the Directors is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.6 (1) The directors may take a unanimous decision in accordance with the provisions of this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.
- 6.7 Every Director has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote but this does not apply if, in accordance with the articles, the Chair or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 6.8 A procedural defect of which the Board is unaware at the time does not invalidate decisions taken at a meeting of the Board.

## **7. Board Powers**

- 7.1 Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. Without limitation to the generality of the foregoing the Board may:

- 7.1.1 appoint and remove any Director to act as Secretary in accordance with the Companies Acts.
- 7.1.2 delegate any of the powers which are conferred on them under the articles:  
(a) to such person or committee;  
(b) by such means (including by power of attorney);  
(c) to such an extent;  
(d) in relation to such matters or territories; and  
(e) on such terms and conditions;  
as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. The directors may revoke any delegation in whole or part, or alter its terms and conditions. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors. The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.
- 7.1.3 make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings.
- 7.1.4 make rules consistent with the Articles and the Companies Acts to govern their proceedings.
- 7.1.5 make regulations consistent with the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any).

## **8. Conflicts of Interest**

- 8.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 8.2 But if paragraph 8.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 8.3 This paragraph applies when—  
(a) the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process; or  
(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 8.4 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 8.5 Subject to paragraph 8.6, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any director other than the Chair is to be final and conclusive.
- 8.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chair is not to be counted as

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

## **9. Remuneration and Expenses**

- 9.1 Directors may undertake any services for the Company that the directors decide. Directors are entitled to such remuneration as the directors determine for any service which they undertake for the Company.
- 9.2 The Company may pay any reasonable expenses which the directors properly incur in connection with the discharge of their responsibilities in relation to the Company.
- 9.3 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors;
  - (b) general meetings; or
  - (c) separate meetings of the holders of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **10. Records and Funds**

- 10.1 The Directors shall comply with the requirements of the Companies Acts as to keeping proper books and records. The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 10.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.
- 10.3 The Company must have a bank account in the name of the Company requiring a minimum of two signatures to authorise any payment.

## **11. Notices**

- 11.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 11.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices.
- 11.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

- 11.4 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.
- 11.5 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied to a Member by being made available on a website.
- 11.6 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied to a Member by e-mail to an e-mail address notified by that Member.
- 11.7 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - (2) Two clear days after being sent by first class post to that address;
  - (3) Four clear days after being sent by second class post or overseas post to that address,
  - (4) On being handed to the Member or its Authorised Representative personally;
  - (5) If sent by means of a website when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website; or, if earlier,
  - (6) As soon as the recipient acknowledges actual receipt.
- 11.8 A technical defect in the giving of notice of which the Members or the Board are unaware at the time does not invalidate decisions taken at a meeting.
- 11.9 The accidental failure to deliver a Member's notice on time or at all does not invalidate decisions taken at a meeting.

## **12. Indemnity**

- 12.1 Subject to paragraph 12.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against—
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
  - (b) any other liability incurred by that director as an officer of the Company or an associated company.
- 12.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 12.3 In this article—
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - (b) a "relevant director" means any director or former director of the Company or an associated company.

### **13. Insurance**

13.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

13.2 In this article—

(a) a “relevant director” means any director or former director of the Company or an associated company,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

### **14. Distributions and Dissolution**

14.1 The income and property of the Company shall be applied solely towards promoting the Company’s objects. No operating surplus or profit of the company shall be paid to or distributed among the Members.

14.2 If at any time Members at a general meeting decide by special resolution to dissolve the Company, the Directors will remain in office and will be responsible for the orderly winding up of the Company’s affairs.

14.3 If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among Members, but shall be given or transferred either

(1) By transfer to one or more other bodies having objects similar to the objects of the Company; or

(2) Directly for objects or purposes which are similar to the objects of the Company.

### **15. Interpretation**

15.1 The Articles are to be interpreted without reference to the model articles under the Companies Acts, which do not apply to the Company.

15.2 In these Articles, unless the context indicates another meaning:

‘**AGM**’ means an annual general meeting of the Company.

‘**Articles**’ means the Company’s Articles of Association and ‘**Article**’ refers to a particular Article.

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

‘**Board**’ means the Directors collectively acting as the governing body of the Company

‘**Chair**’ has the meaning given in article 6.

**‘Company’** means the Company governed by these Articles.

**‘clear day’** means 24 hours from midnight and does not include the day on which notice is served or the day of the meeting or other event.

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

**‘Director’ or ‘director’** means a director of the Company and includes any person occupying the position of Director, by whatever name called.

**‘document’** includes, unless otherwise specified, any document sent or supplied in electronic form;

**‘EGM’** means a general meeting of the Members of the Company which is not an AGM.

**‘electronic form’** has the meaning given in section 1168 of the Companies Act 2006;.

**‘Member’** has the meaning given in section 112 of the Companies Act 2006;

**‘ordinary resolution’** has the meaning given in section 282 of the Companies Act 2006;

**“proxy notice”** has the meaning given in article 4;

**‘Secretary’** means the company secretary appointed pursuant to article 7.1.1;

**‘special resolution’** has the meaning given in section 283 of the Companies Act 2006;

**‘UK’** means the United Kingdom of Great Britain and Northern Ireland.

**“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.

**‘written resolution’** refers to an ordinary or a special resolution which is in writing.

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