

**Company number: 10439049**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**of**

**Station to Station BID**

**[(adopted by special resolution on **19th October** 2023 )]**

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION OF**  
**Station to Station BID LIMITED**

**1 PRELIMINARY**

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 7(2), 3, 14, 19(5), 22(1) and 30(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to the singular include the plural and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

**2 DEFINED TERMS**

- 2.1 Model Article 1 shall be varied by the inclusion of the following additional definitions:
  - "**appointor**" has the meaning given in Article 11.1;
  - "**secretary**" means the secretary of the Company, if any appointed in accordance with Article 10 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
  - "**working day**" means Monday to Friday of each week excluding bank and public holidays.

**3 OBJECTS**

The Company's objects are the management of a business improvement district ("BID") for Tulse Hill and West Norwood town centre and the surrounding area.

**4 DIRECTORS**

Nobody shall be appointed as a director of the Company unless they are a member of the Company or a duly authorised representative of a corporate member of the Company.

## **5 NO DISTRIBUTION TO MEMBERS**

- 5.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set out at Article 3 and no part of such property and income may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company.
- 5.2 Nothing in this Article 5 prevents any payment in good faith by the Company:
  - 5.2.1 of reasonable remuneration to any member who is an officer or employee of the Company or who otherwise provides services to the Company;
  - 5.2.2 of interest on money lent by a member of the Company at a reasonable and proper rate per annum not exceeding 2 per cent above the published base lending rate of the Company's bankers;
  - 5.2.3 of any travelling, hotel or other expenses incurred by an officer in connection with their attendance at meetings of the board, or of committees of the board or at general meetings or any of such expenses bona fide incurred in the course of performing their duties to the Company;
  - 5.2.4 of reasonable rent for premises demised or let by any member of the Company;
  - 5.2.5 of fees, remuneration or other benefit in money or money's worth to any company of which a member may also be a member or any partnership in which a member is a partner;
  - 5.2.6 to any director (or alternate director) of expenses under Model Article 20 (as modified by Article 11.6 hereof); or
  - 5.2.7 of any premium in respect of any such insurance as is permitted by Model Article 39.
- 5.3 If, upon the winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company Generally, but shall be given or transferred to:
  - 5.3.1 a body or bodies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as that imposed on the Company by this Article 5;
  - 5.3.2 If and so far as effect cannot be given to the provisions of Article 5.3.1, the to a body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto  
Such body or bodies to be determined by the members of the Company at or before the time of dissolution (whether or not a recipient body is a member of the Company.)

## **6 PROCEEDINGS OF DIRECTORS**

- 6.1 The maximum and minimum number of directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination, there shall be no maximum number of directors and the minimum number of directors shall be two.

- 6.2 Subject to Article 6.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 6.3 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.

## **7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided they have declared the nature and extent of their interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 7.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
- 7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
- 7.4 may act by themselves or their firm in a professional capacity for the company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
- 7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- 7.6 shall not, save as they may otherwise agree, be accountable to the company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

## 8 UNANIMOUS DECISIONS

Model Article 8(2) shall be amended by the deletion of the words “copies of which have been signed by each eligible director” and the substitution of the following “where each eligible director has signed one or more copies of it” in its place.

## 9 TERMINATION OF A DIRECTOR’S APPOINTMENT

In addition to the events terminating a director’s appointment set out in Model Article 18, a person shall cease to be a director as soon as that person has for more than twelve consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person’s office.

## 10 SECRETARY

The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them at any time.

## 11 ALTERNATE DIRECTORS

11.1 Any director (the “**appointor**”) may appoint as an alternate any other director or any other person approved by a decision of the directors, to:

11.1.1 exercise that director’s power; and

11.1.2 carry out that directors’ responsibilities

In relation to the taking of decisions by the directors in the absence of the appointor.

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must:

11.2.1 identify the proposed alternate; and

11.2.2 contain a statement signed by the proposed alternate that they are willing to act as the alternate of their appointor.

11.3 An alternate director has the same rights to participate in any directors’ meeting or decision of the directors reached in accordance with Model Article 8 as their appointor.

11.4 Except as otherwise specified in these Articles, alternate directors:

11.4.1 are deemed for all purposes to be directors;

11.4.2 are liable for their own acts or omissions;

11.4.3 are subject to the same restrictions as their appointors; and

11.4.4 are not deemed to be the agents of or for their appointors.

11.5 A person who is an alternate director but not a director:

- 11.5.1 May be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
- 11.5.2 May sign or otherwise signify their agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified their agreement to such written resolution.)
- 11.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate director's appointor as the appointor may direct by notice in writing to the Company.
- 11.7 Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".
- 11.8 An alternate director's appointment as an alternate terminates:
  - 11.8.1 when their appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
  - 11.8.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to alternate's appointor would result in the termination of the appointor's office as director;
  - 11.8.3 on the death of their appointor; or
  - 11.8.4 when their appointor appointment as a director terminates.

## **12 MEMBERSHIP**

- 12.1 No person shall be admitted as a member of the Company unless they are:
  - 12.1.1 a levy payer for the purposes of the BID; or
  - 12.1.2 a voluntary contributor to the BID.
  - 12.1.3 The directors may, in their absolute discretion, decline to accept any application for membership and need not declare any reason for doing so.

## **13 TERMINATION OF MEMBERSHIP**

- 13.1 If any person ceases to be a director of the Company, they (or the body corporate which nominated them) shall also immediately cease to be a member, unless the remaining directors decide otherwise.
- 13.2 A member may withdraw from membership of the Company by giving notice to the Company in writing and that member's membership shall terminate immediately upon receipt of that notice by the Company.

## **14 QUORUM AT GENERAL MEETINGS**

- 14.1 If and for so long as the Company has only one member who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in

person or by proxy or (if the member is a corporation) by corporate representative, is a quorum.

- 14.2 If and for so long as the Company has two more more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the meeting in person or by proxy or (of the member is a corporation) by corporate representative) are a quorum.
- 14.3 Model Article 27(1) is modified by the addition of a second sentence as follows: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed therefor, or, alternatively a quorum ceases to be present, the adjourned meeting shall be dissolved."

## **15 VOTING AT GENERAL MEETINGS**

- 15.1 On a vote on a resolution at a general meeting on a show of hand or on a poll, every member present in person, by proxy or (if the member is a corporation) by corporate representative shall have one vote.
- 15.2 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

## **16 DELIVERY OF PROXY VOTES**

Model Article 31(1) shall be modified such that a proxy notice (as defined in that Model Article) and any authentication of it demanded by the directors must be received at an address specified by the Company in the notice of general meeting not less than 48 hours before the time fixed for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote, and any proxy notice received at such address less than 48 hours before the time for holding the meeting shall be invalid.

## **17 COMMUNICATIONS**

- 17.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 17.2 A member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom at which notices may be sent to them or an address to which notices may be sent by electronic means is entitled to have notices sent to them at that address, but otherwise no such member is entitled to receive any notice from the Company.
- 17.3 If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient shall be deemed to have received such notices or other documents 48 hours after posting.

- 17.4 If the Company send or supplies notices or other document by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient shall be deemed to have received such notices or other documents 24 hours after the electronic message was transmitted.
- 17.5 If the Company send or supplies notices or other document by means of a website, the intended recipient shall be deemed to have received such notices or other document 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.
- 17.6 For the purposes of Articles 16.3-16.5, no account shall be taken of any part of a day that is not a working day.

## **18 RULES**

- 18.1 The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership.
- 18.2 In particular, and without prejudice to the generality of the foregoing, the directors may make rules concerning:
- 18.2.1 The admission and classification of members of the Company, and the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 18.2.2 the conduct of members of the Company in relation to one another, and to the Company's officers and employees;
- 18.2.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- 18.2.4 the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedures are not governed by these Articles); and
- 18.2.5 any and all other matters as are commonly the subject matter of company rules.
- 18.3 The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article.
- 18.4 Any rules made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force.
- 18.5 The Company in general meeting may alter or repeal any rules made by the directors in accordance with this Article.
- 18.6 Nothing in this Article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies.



