

- **About the NLA**

The NLA is a joint-venture of National Landlords Association Ltd (registered in England under number 4601987) and The Landlords Association Ltd ("TLA") (registered in England under number 4336449 and VAT Reg No 884 7388 60) . The registered offices for both of these not-for-profit companies limited by guarantee, is at 22-26 Albert Embankment, London SE1 7TJ.

The NLA is the leading membership organisation which represents and supports private residential landlords in the UK. We are committed to act in the best collective interests of our membership and the wider sector.

NLA Ltd is the company which provides membership services whereas TLA provides commercial services.

- **The NLA Articles**

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

**ARTICLES OF ASSOCIATION OF**

**NATIONAL LANDLORDS ASSOCIATION LIMITED**

(adopted by Special Resolution on 18 November 2011)

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**PART 1 : INTERPRETATION AND LIMITATION OF LIABILITY**

**Defined terms**

1. In the articles, unless the context requires otherwise -

“articles” means the company’s articles of association;

“associate member” has the meaning given in article 21(2);

“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;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 25;

“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” 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;

“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;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 31;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; and

“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.

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.

### **Liability of members**

2. 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.

## **PART 2 DIRECTORS : DIRECTORS’ POWERS AND RESPONSIBILITIES**

### **Directors’ general authority**

3.—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.

### **Members’ reserve power**

4. —(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.

### **Directors may delegate**

5.—(1) Subject to the articles, the directors may 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.

(2) If the directors so specify, any such delegation may authorise further delegation of the directors’ powers by any person to whom they are delegated.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

### **Committees**

6.—(1) 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.

(2) 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.

## **DECISION-MAKING BY DIRECTORS**

### **Directors to take decisions collectively**

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

(a) the company only has one director, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors’ decision-making.

### **Unanimous decisions**

8.—(1) A decision of the directors is taken in accordance with 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.

#### **Calling a directors' meeting**

**9.**—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) 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.

#### **Participation in directors' meetings**

**10.**—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **Quorum for directors' meetings**

**11.**—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than three, and unless otherwise fixed it is two less than the total number of directors currently appointed.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the members to appoint further directors.

#### **Chairing of directors' meetings**

**12.**—(1) The directors may appoint a director to chair their meetings.

(2) The person so appointed for the time being is known as the chairman.

(3) The directors may terminate the chairman's appointment at any time.

(4) If the chairman 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.

#### **Casting vote**

**13.**—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **Conflicts of interest**

**14.**—(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.

(2) But if paragraph (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.

(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;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - (b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
  - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), 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 chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### **Records of decisions to be kept**

15. 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.

#### **Directors' discretion to make further rules**

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

#### **APPOINTMENT & RETIREMENT of DIRECTORS**

##### **Methods of appointing directors**

17. (1) At the first annual general meeting all the directors must retire from office.
- (1.1) At every subsequent annual general meeting any directors—
- (a) who have been appointed by the directors since the last annual general meeting, or
  - (b) who were not appointed or reappointed at one of the preceding two annual general meetings, must retire from office and may offer themselves for reappointment by the members.
- 17 (2) No person other than a retiring Director shall be appointed or re-appointed a Director at any general meeting unless:
- (2.1.1) he is recommended by the Board; or
  - (2.1.2) not less than twenty-one clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment, duly proposed, and seconded by at least 10% of the members qualified to vote, stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors together with a notice executed by that person of his willingness to be appointed or re-appointed.
- 17 (3) No person may be appointed as a Director:
- (3.1) unless he has attained the age of 18 years and he is a member of the Company; and
  - (3.2) in circumstances such that, had he already been a Director, he would have been disqualified from acting under the provisions of Article 18.
- 17 (4) Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director whether to fill a vacancy or as an additional Director.
- 17 (5) The Board may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the articles as the maximum number of Directors.

A Director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

#### **Termination of director's appointment**

18. A person ceases to be a director as soon as—
- (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;
  - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
  - (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.

#### **Directors' remuneration**

- 19.—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

#### **Directors' expenses**

20. 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.

### **PART 3 MEMBERS BECOMING AND CEASING TO BE A MEMBER**

#### **Applications for membership**

21. —(1) 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 and paid any applicable application and/or subscription fee, and
  - (b) the directors have approved the application.
- (2) Associate members shall be such persons as are admitted to associate membership in accordance with the procedures, terms and conditions from time to time determined by the directors. They shall have such rights and privileges as shall be determined by the directors but shall not have the right to vote at general meetings or be liable to contribute to the assets of the company under article 2. An associated member is not a member of the company for the purposes of section 112 of the Companies Act 2006. References in these articles to "members" shall exclude associate members unless otherwise stated.
- (3) A member may apply to convert to being an associate member by completing an application for transfer in a form approved by the directors, and such application shall take effect on the date that it is accepted by the directors, whereon the applicant shall cease to be a member of the company for the purposes of section 112 of the Companies Act 2006.

(4) An associate member may apply to convert to being a member by completing an application for transfer in a form approved by the directors, and such application shall take effect on the date that it is accepted by the directors.

(5) The directors have absolute discretion as to whether or not to accept an application for membership or associate membership or an application for conversion between the two.

#### **Termination of membership**

**22.—**(1) A member or associate member may withdraw from membership or associate membership (as the case may be) of the company by giving 7 days' notice to the company in writing.

(2) Membership and associate membership are not transferable.

(3) A person's membership or associate membership (as applicable) terminates:

(a) when that person dies or ceases to exist; or

(b) if his annual subscription or any other sum or sums due have not been paid for a period of one month from the date upon which they became due. The directors shall have the power in their absolute discretion to suspend the implementation of this provision in special cases. The directors may, at their absolute discretion, re-admit a person who has ceased to be a member or associate member (as the case may be) by reason of this provision, or such conditions as the directors shall think fit; or

(c) if the directors resolve that he should be expelled following the investigation of a complaint made against that member or associate member (as the case may be) in accordance with the rules or code of practice of the company in force from time to time.

(4) All persons on cessation of membership or associate membership (as the case may be) of the company must return their membership cards, if issued, to the Company Secretary within 14 days of the date of cessation.

### **ORGANISATION OF GENERAL MEETINGS**

#### **Attendance, periodicity and speaking at general meetings**

**23.—**(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

(6) The company shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than eighteen months shall elapse between the date of one annual general meeting of the company and that of the next: The annual general meeting shall be held at such time and place as the directors shall appoint.

#### **Quorum for general meetings**

**24.** No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum for general meetings shall be 50 members present in person or by proxy or, if there are fewer than 50 members in the company at the date of the meeting, then the quorum shall be 80% of the members at the date of the meeting.

#### **Chairing general meetings**

**25.—**(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

- (a) the directors present, or
  - (b) (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

#### **Attendance and speaking by directors and non-members**

- 26.**—(1) Directors may attend and speak at general meetings, whether or not they are members.
- (2) Associate members may attend but may not vote or speak at general meetings.
- (3) The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

#### **Adjournment**

- 27.**—(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 chairman 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 chairman 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 chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman 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.

#### **VOTING AT GENERAL MEETINGS**

##### **Voting: general**

- 28.**—(1) Every member shall have one vote.
- (2) 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.

##### **Errors and disputes**

- 29.**—(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.

- 30.**—(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 chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the members 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 chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

**Content of proxy notices**

31.—(1) An instrument appointing a proxy (a "proxy notice") shall be in writing executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow) or in any other form which is usual or which the Board may approve.

**'NATIONAL LANDLORDS ASSOCIATION LIMITED**

I/WE of , being a member of the above named company, HEREBY APPOINT of , or failing him, of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the Annual/Extraordinary General Meeting of the Association to be held on the day of 200 and at any adjournment thereof.

Signed on the day of 20 .

(2) Where it is desired to afford members an opportunity to instruct the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):

**'NATIONAL LANDLORDS ASSOCIATION LIMITED**

I/WE of , being a member of the above named company, HEREBY APPOINT of , or failing him, of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the Annual/Extraordinary General Meeting of the Association to be held on the day of 200 and at any adjournment thereof. This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1	*For	*Against
Resolution No. 2	*For	*Against

(\*Strike out whichever is not desired)

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on the day of 20 .

**Delivery of proxy notices**

32.—(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 at its registered office 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 24 hours 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.

**Amendments to resolutions**

33.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

#### PART 4 ADMINISTRATIVE ARRANGEMENTS

##### **Means of communication to be used**

**34.—**(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 (including in electronic form) 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.

(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 or documents for the time being.

(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.

##### **Company seals**

**35.—**(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this article, an authorised person is—

(a) any director of the company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

##### **No right to inspect accounts and other records**

**36.** 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.

##### **Provision for employees on cessation of business**

**37.** The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

#### DIRECTORS' INDEMNITY AND INSURANCE

##### **Indemnity**

**38.—**(1) Subject to paragraph (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 liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the company or an associated company.

(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.

(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.

##### **Insurance**

**39.—**(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.

(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.

## PART 5 MISCELLANEOUS

### **Company's Objects**

41. The company's Objects as set out in clauses 4 and 5 of its Memorandum of Association shall continue to apply to the company and be treated as provisions of these articles pursuant to section 28 of the Companies Act 2006.

### **Winding Up**

40. The company may be wound up voluntarily whenever a special resolution is passed that the company be wound up. If the company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the company, but shall be given or transferred to an association or associations having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the company by clause 5 of the company's Memorandum of Association (as deemed to form part of these articles by section 28 of the Companies Act 2006), chosen by the members of the company at or before the time of dissolution and if that cannot be done then to some other charitable object.

## **• The NLA Memorandum**

### **THE COMPANIES ACTS 1985 AND 1989**

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

### **MEMORANDUM OF ASSOCIATION OF**

### **NATIONAL LANDLORDS ASSOCIATION LIMITED**

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1. The Company's name is National Landlords Association Limited.
2. The Company’s registered office is to be situated in England and Wales.
3. The objects for which the Company is established are to:
  - a. Establish itself as the leading national organization for private landlords by expanding its membership through an increase in market penetration.
  - b. Encourage good standards of management in the private-rented sector, principally by promoting codes of practice.
  - c. Lobby government and other national agencies at all levels with a view to influencing the legislative and regulatory environment for the private-rented sector.
  - d. Create an effective regional and local branch network that can work in co-operation with local and devolved government.

e. Work in co-operation with non-government organizations (NGOs) where there is a common interest in the private-rented sector.

f. Develop and maintain a range of member services designed to meet the changing needs of members.

4. In furtherance of the Objects but not otherwise the Company may exercise the following powers:

- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- (b) to obtain, collect and receive money and funds by way of contribution, donations, affiliation fees, subscriptions, legacies, grants and/or any other lawful method in raising funds for its primary purposes;
- (c) to acquire, alter improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (d) to federate or amalgamate with, affiliate or become affiliated to or co-operate with any body having the same or similar objects and to acquire and undertake all or any part of the assets, liabilities and engagements of any such body which the Company may lawfully acquire or undertake;
- (e) to arrange and enter into any policies of insurance or assurance or any contracts or agreements to protect service or safeguard the property or interests of the Company;
- (f) to borrow or raise or secure the payment of money in such a manner as the Company shall think fit for the purposes of or in connection with the Company's activities and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society;
- (g) to receive money on deposit or loan upon such terms as the Company may approve;
- (h) to invest and deal with the monies of the Company not immediately required for the purposes of its activities in or upon such investments or securities and in such manner as may from time to time be determined;
- (i) to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company and to acquire or hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company;
- (j) to subscribe for, purchase or otherwise acquire and hold shares, stock, debentures or securities of any other company;
- (k) to do all such other lawful things as are incidental or conducive for the achievement of the Objects;

5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company. No Director shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association, unless specifically approved by the Board, provided that nothing in this document shall prevent any payment in good faith by the Company:
  - (a) of the usual professional charges for business done by any Director who is a solicitor, accountant, printer or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or her appointment or that of his or her partner, is under discussion;
  - (b) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a Director;
  - (c) of interest on money lent by any member of the Association or Board at a reasonable and proper rate per annum not exceeding 2 per cent over the published base lending rate of a clearing bank to be selected by the Board;
  - (d) of fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member holding not more than 1/100th part of the issued capital of that Company;
  - (e) of reasonable and proper rent for premises demised or let by any member of the Company or the Board;
  - (f) to any Director of reasonable out-of-pocket expenses and attendance allowances as approved by the Company in general meeting from time to time.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £5) to the Company assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to an association or associations having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by clause 5 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

**Signatures, Names and Addresses of Subscribers**

Geoffrey Frederick Cutting, 18 St Margaret's Crescent, London SW15 6HL

Anthony Charles Lock, 18 Maclise Road, London W14 0PR

David John Salusbury, 29 Woodlands Road, Surbiton, Surrey KT6 6PR

John Socha, Green Garth, 36 Thorpeville, Moulton, Northamptonshire NN3 7TR

Dated 25<sup>th</sup> June 2003.

Witness to the above signatures:

Patrick Andrew Jacobs  
78 Tachbrook Street  
London SW1V 2NA

Company Secretary