

**UPLANDS ESTATE HOUSEOWNERS' ASSOCIATION**  
————— HIGHFIELD SOUTHAMPTON —————

**THE CONSTITUTION OF THE UPLANDS ESTATE HOUSE OWNERS ASSOCIATION AS  
ADOPTED BY A RESOLUTION OF ITS MEMBERS AT ITS ANNUAL GENERAL MEETING ON 19  
APRIL 2018**

**Signed:** (Chair)

**Signed:** (Secretary)

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## 1 Interpretation

The following definitions and rules of interpretation apply:

### 1.1 Definitions:

**Association:** means the Uplands Estate House Owners Association;

**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;

**Business Day:** means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**chair of the committee** has the meaning given in clause 12.2;

**chair of the general meeting:** has the meaning given in clause 22.4;

**Conflict:** means a situation in which a committee member has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Association. The following are not to be regarded as giving rise to a Conflict:

- (a) a guarantee given, or to be given, by or to a committee member in respect of an obligation incurred by or on behalf of the Association;
- (b) arrangements pursuant to which benefits are made available to employees and committee members or former employees and committee members of the Association which do not provide special benefits for committee members or former committee members; and
- (c) the committee member being a House Tenant.

**Constitution:** means this agreement which has been adopted by the Members in accordance with its terms and as amended from time to time;

**committee member:** means a committee member of the Association and includes any person occupying the position of committee member, 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;

**Eligible Committee member:** means a committee member who would be entitled to vote on the matter at a meeting of committee members (but excluding, in relation to the determination of a Conflict pursuant to clause 14, any committee member whose vote is not to be counted in respect of the particular matter);

**Eligible Member:** means a Member who is entitled to vote in relation to a resolution at the time the relevant resolution is circulated;

**House:** means a dwelling forming part of the Property;

**House Lease:** means a lease of a House granted for an original term of over 21 years;

**House Tenant:** means the tenant for the time being of a House Lease and includes for the purpose of the Constitution any person who has acquired the freehold reversion of a House Lease whether by exercise of a right of statutory enfranchisement or otherwise, together with the successors in title of such persons but does not include any mortgagee in possession or person acting as a trustee in bankruptcy;

**Interested Committee member:** has the meaning given in clause 14;

**Member:** means a person whose name is entered as a member in the register of members of the Association in accordance with clauses 5, 6 and 7, and **Membership** shall be construed accordingly;

**Model Clauses:** means the model clauses for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Clauses) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of this Constitution, and reference to a numbered **Model Clause** is a reference to that clause of the Model Clauses;

**ordinary resolution:** means a resolution that is passed by a simple majority of the Members;

**participate:** in relation to a committee members' meeting, has the meaning given in Model Clause 10;

**Property:** means the land and buildings known as the Uplands Estate, Highfield, Southampton registered at HM Land Registry with the number HP 664078 together with any additional land and buildings as the committee members shall determine from time to time is to be regarded as part of the Property for the purposes of the Constitution:

**proxy notice:** has the meaning given in Model Clause 31;

**Scheme of Management:** means the scheme under section 19 of the Leasehold Reform Act 1967 annexed to the order of the High Court made on 21 May 1973;

**secretary:** means the secretary of the Association or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary;

**special resolution:** has the meaning given by clause 9 of the Constitution;

**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** Save as otherwise specifically provided in the Constitution, words and expressions which have particular meanings in the Model Clauses shall have the same meanings in the Constitution, save where the context otherwise requires.
- 1.3** Headings in the Constitution are used for convenience only and shall not affect the construction or interpretation of the Constitution. Save where the context otherwise requires they replace the headings in the Model Clauses.
- 1.4** A reference in the Constitution to a **clause** is a reference to the relevant clause of the Constitution unless expressly provided otherwise.
- 1.5** A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision save in relation to the Model Clauses;
- 1.6** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the word's description, definition, phrase or term preceding those terms.
- 1.7** The Model Clauses shall apply to the Association, except in so far as they are modified or excluded by this Constitution and so that references therein to "the directors" or "director" shall be deemed to be references to the committee members or a committee member respectively references to "the articles" shall be deemed to be references to the Constitution and references to "the company" are deemed to be references to the Association.
- 1.8** The following Model Clauses shall not apply to the Association:
- 1.8.1** 1 (Defined terms);
  - 1.8.2** 2 (Liability of members);
  - 1.8.3** 8 (Unanimous decisions);

- 1.8.4 9(1) [and (3)] (Calling a committee members' meeting);
  - 1.8.5 11(2) and (3) (Quorum for committee members' meetings);
  - 1.8.6 12 (Chairing of committee members' meetings);
  - 1.8.7 13 (Casting vote);
  - 1.8.8 14(1), (2), (3) and (4) (Conflicts of interest);
  - 1.8.9 17 (Methods of appointing directors);
  - 1.8.10 18 (Termination of directors appointment);
  - 1.8.11 19 (directors remuneration);
  - 1.8.12 20 (directors expenses);
  - 1.8.13 21 (Applications for membership);
  - 1.8.14 22 (Termination of membership);
  - 1.8.15 24 (Quorum for general meetings);
  - 1.8.16 25 (Chairing general meetings);
  - 1.8.17 30(2) (Poll votes);
  - 1.8.18 31(1)(d) (Content of proxy notices);
  - 1.8.19 35 (Company seals);
  - 1.8.20 36 (No right to inspect accounts and other records);
  - 1.8.21 38 (Indemnity); and
  - 1.8.22 39 (Insurance).
- 1.9 Model Clause 3 (Committee members' general authority) shall be amended by the insertion of the words "in accordance with the Constitution" after the words "the management of the company's business".
- 1.10 Model Clause 7 (Committee members to take decisions collectively) shall be amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of Model Clause 7(2)(a); and
  - 1.10.2 the insertion in Model Clause 7(2) of the words "(for so long as he remains the sole committee member)" after the words "and the committee member may".
- 1.11 Each of the references in Model Clause 14(6) and (7) to "chairman" shall be deemed to be a reference to "chair of the committee".
- 1.12 In Model Clauses 26(2), 27, 29(2), 30(3) and (4) and 33, each of the references to "chairman of the meeting" shall be deemed to be a reference to "chairman of the general meeting".

## **2 Background and Objects of the Association.**

2.1 There shall continue to be an unincorporated association known as the Uplands Estate House Owners Association.

The objects for which the Association is established are:

- 2.1.1 to continue to hold the Property for the purposes of the Constitution; and
- 2.1.2 to exercise its powers and perform its obligations under the House Leases and the Scheme of Management and generally to manage the Property.

### 3 Powers

In pursuance of the objects set out in clause 2, the Association has the power to:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Association;
- 3.1.2 borrow and raise money in such manner as the committee members shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Association's property and assets;
- 3.1.3 invest and deal with the funds of the Association not immediately required for its operations in or on such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan on such terms as the Association may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any Association, firm or person including any holding Association or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the committee members, affect or advance the principal object in any way;
- 3.1.7 pay all or any costs, expenses and professional fees incurred in connection with the business of the Association;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 repair, maintain, decorate renew and replace any part of the Property from time to time and for such purposes to levy a service charge on House Tenants;
- 3.1.12 establish and build up by way of contributions from House Tenants the necessary reserves so as to be in the financial position necessary to carry out in future years such works as are referred to in clause 3.1.11 which are not to be carried out in the current year;
- 3.1.13 consider and where appropriate approve proposed alterations to any part of the Property provided that in dealing with applications for consent to carry out alterations the Association shall act in accordance with the law and consistently with any relevant local plan and planning guidance;;

do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in clause 2.

### 4 Income

The income of the Association, from wherever derived, shall be applied solely in promoting the Association's objects and, save on a winding up of the Association, no distribution shall be made to its Members in cash or otherwise. Nothing in this Constitution shall prevent any payment in good faith by the Association of:

**4.1.1** reasonable and proper remuneration to any Member, officer or employee of the Association for any services rendered to the Association; or

**4.1.2** any interest on money lent by any Member or any committee member at a reasonable and proper rate.

## **5 Membership**

**5.1** No person may be a Member other than:

**5.1.1** Any person who is a Member immediately before the coming into force of this Constitution; and

**5.1.2** a House Tenant.

**5.2** Where two or more persons are jointly the tenants of a House Lease they together constitute one Member, and unless they otherwise agree the person first named in the register of members may exercise all voting and other rights and powers vested in that Member to the exclusion of the other House Tenants in respect of that House. All such House Tenants shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the Constitution.

**5.3** Where a person is a House Tenant of more than one House he shall (except where the Constitution provides otherwise) be treated under the Constitution as a separate Member in respect of each House

## **6 Applications for membership**

**6.1** No person shall become a Member unless he has completed an application for Membership in a form approved by the committee members from time to time. A letter shall be sent to each applicant confirming his Membership and the details of each applicant shall be entered into the register of members by the secretary.

**6.2** Membership shall not be transferable.

## **7 Cessation of membership**

**7.1** A Member will cease to be a Member in the following circumstances:

**7.1.1** if he is a House Tenant:

(a) on his death or bankruptcy; or

(b) if a corporate Member, when it goes into administrative receivership, administration, liquidation or other arrangement for the winding up of a company; or

(c) on the assignment of the House Lease

(d) on the Member otherwise ceasing to have any legal interest in a House.

**7.2** On a person ceasing to be a Member, that person shall forthwith be removed from the register of members by the secretary.

## **8 Title to Property**

**8.1** The legal title of the Property shall continue to be vested in not less than two nor more than four committee members as bare trustees on trust for the Association

**8.2** As often as a trustee shall die, retire or become bankrupt the surviving trustees or trustee or their personal representatives shall as soon as may be reasonably practicable and in accordance with the



directions of the committee members appoint a new trustee or trustees in their place. Any trustee or trustees so appointed if not already a committee member shall thereupon become a committee member as if expressly appointed pursuant to clause 17.1.2 provided that no direction may be given by the committee members to appoint a trustee or trustees which would have the effect of increasing the total number of committee members above the number permitted pursuant to clause 16.

## **9 Changes to the Constitution**

- 9.1** Except with the authority of a special resolution, no provision of the Constitution may be amended or repealed.
- 9.2** A special resolution is a resolution of the Members passed by a majority of not less than 75% by a show of hands or on a poll in accordance with this clause.
- 9.3** A resolution passed at a meeting on a show of hands is passed by a majority of not less than 75% if it is passed by not less than 75% of the votes cast by those present in person or by proxy and entitled to vote.
- 9.4** A resolution passed on a poll taken at a meeting is passed by a majority of not less than 75% if it is passed by Members representing not less than 75% of the total voting rights of the Members who (being entitled to do so) are present in person or by proxy and vote on the resolution.
- 9.5** Where a resolution is passed at a meeting the resolution is not a special resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a special resolution.

## **10 Calling a committee members' meeting**

- 10.1** Any committee member may call a committee members' meeting by giving not less than five (5) Business Days' notice of the meeting (or such lesser notice as all the committee members may agree) to the committee members or by authorising the secretary to give such notice.
- 10.2** Notice of a committee members' meeting shall be given to each committee member in writing.
- 10.3** A committee member who is absent from the UK shall not be entitled to notice of the committee members' meeting.

## **11 Quorum for committee members' meetings**

- 11.1** Subject to clause 11.2, the quorum for the transaction of business at a meeting of committee members is any five Eligible Committee members.
- 11.2** For the purposes of any meeting (or part of a meeting) held pursuant to clause 14 to determine a Conflict, if there is only one Eligible Committee member in office other than the Interested Committee member(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Committee member.
- 11.3** If the total number of committee members in office for the time being is less than the quorum required, the committee members must not take any decision other than a decision:
- 11.3.1** to appoint further committee members; or
- 11.3.2** to call a general meeting so as to enable the Members to appoint further committee members.

## **12 Chairing of committee members' meetings**

- 12.1** The committee members may appoint a committee member to chair their meetings.
- 12.2** The person so appointed for the time being is known as the chair of the committee.

**12.3** If the chair of the committee is not participating in a committee members' meeting within ten minutes of the time it was to start, the participating committee members must appoint one of themselves to chair that meeting only.

**12.4** Any appointment pursuant to clause 12.1 shall be for a period of one year or such shorter period as the committee members shall determine. On the expiry of such appointment the former chair of the committee may be eligible for re-appointment provided that no person may be appointed so as to act as chair of the committee for a period exceeding three consecutive years save with the approval of an Annual General Meeting or Extraordinary General Meeting.

### **13 Casting vote**

**13.1** If the numbers of votes for and against a proposal at a meeting of committee members are equal, the chair of the committee has a casting vote.

**13.2** Clause 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Clauses, the chair of the committee or other committee member is not an Eligible Committee member for the purposes of that meeting (or part of a meeting).

### **14 Committee members' conflicts of interest**

The committee members may determine in such manner as they in their absolute discretion consider fit any Conflict disclosed to them by any committee member which would, if not so determined, involve him or her or any other committee member (an “**Interested Committee member**”) breaching his or her duty to avoid conflicts of interest.

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

Where decisions of the committee members are taken by electronic means, such decisions shall be recorded by the committee members in permanent form, so that they may be read with the naked eye.

### **16 Number of committee members**

Unless otherwise determined by ordinary resolution, the number of committee members shall be subject to a maximum of twelve but shall not be less than six.

### **17 Appointment and powers of committee members**

**17.1** Subject to clause 17.4, any person who is willing to act as a committee member, and is permitted by law to do so, may be appointed to be a committee member:

**17.1.1** by ordinary resolution; or

**17.1.2** by a decision of the committee members.

**17.2** In any case where, as a result of death, the Association has no Members and no committee members, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint persons to be committee members.

**17.3** For the purpose of clause 17.2, where two or more Members die in circumstances rendering uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

**17.4** Every committee member must be a Member save that a person who has been appointed to the committee for the purpose of becoming a trustee in accordance with clause 8 need not be a Member.

**17.5** Subject to the provisions of clause 18 each committee member shall act for a period of three years from his or her initial appointment. A committee member shall be eligible for reappointment.

**17.6** Where at any time a committee member is appointed to act for the purpose of clause 8 as a trustee clause 17.5 shall apply to his or her appointment as if the word “three” was replaced by the word “six”. Any such person on so ceasing to be a committee member shall enter into such deeds and documents as the committee members reasonably require to give effect to his or her retirement as

trustee provided that no such retirement shall be capable of taking effect if and so long as that person is the sole trustee

**17.7** Without prejudice to the powers of a meeting of committee members to manage the business of the Association no decision of a meeting of committee members to impose any service charge or seek a contribution to a reserve or sinking fund or impose any other financial liability on any Member shall take effect until the same has been approved by an ordinary resolution of the Association in general meeting.

**17.8** Any service charge contribution or other financial liability approved by ordinary resolution in accordance with clause 17.7 shall be paid in accordance with its terms by no later than 25 March in the year following the making of the ordinary resolution and if not so paid shall bear interest until payment at the rate of 5% above Bank of England base rate (or such alternative rate equivalent thereto as the committee members acting reasonably may determine).

## **18 Termination of committee member's appointment**

A person ceases to be a committee member as soon as any of the following conditions are satisfied in relation to him or her:

**18.1.1** that person ceases to be a committee member by virtue of any provision of the Constitution;

**18.1.2** a bankruptcy order is made against that person;

**18.1.3** a composition is made with that person's creditors generally in satisfaction of that person's debts;

**18.1.4** a registered medical practitioner who is treating that person gives a written opinion to the secretary stating that that person has become physically or mentally incapable of acting as a committee member and may remain so for more than three months;

**18.1.5** notification is received by the secretary from the committee member that the committee member is resigning from office and such resignation has taken effect in accordance with its terms provided that no such notification shall be capable of taking effect if that committee member is a trustee for the purposes of clause 8 and he or she is the sole trustee;

**18.1.6** he ceases to be a Member (unless the exception relating to trustees contained in clause 17.4 applies);

**18.1.7** a meeting of the committee members acting in good faith determines that such person is failing to perform his or her duties as a committee member by virtue of repeated non-attendance at meetings of committee members.

## **19 Committee members' and others remuneration**

Except as provided by Clause 26 or with the consent of the Association in general meeting, the committee members shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the committee members and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day. Nothing in this clause shall prevent the committee members from exempting any committee member or any person appointed under clause 26 from liability to pay service charge or other sums due under the provisions of a House Lease or the Constitution during such period and on such terms as they think fit.

## **20 Committee members' expenses**

The Association may pay any reasonable expenses which the committee members (including alternate committee members) and the secretary properly incur in connection with their attendance at:

**20.1.1** meetings of committee members or committees of committee members; or

**20.1.2** general meetings;

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association.

## **21 Business of and quorum for general meetings**

- 21.1** An annual general meeting of the Association is to be held before 31 May in every year to receive the report and accounts from committee members, to appoint committee members, and to transact any business which it may properly do including the consideration of any proposals referred to in clause 21.5.
- 21.2** No business other than the appointment of the chair of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 21.3** The quorum of a general meeting shall be 20% of the members of the Association entitled to vote on the business to be transacted present in person or by proxy.
- 21.4** Unless otherwise provided by the Constitution or the Model Clauses any business to be transacted at a general meeting may be determined by an ordinary resolution.
- 21.5** Any proposals for consideration at a general meeting of the Association other than receiving the reports and accounts from committee members or officers must be made in writing and lodged with the secretary no later than ten Business Days prior to the date of the meeting signed by a Member as proposer and signed by another Member as seconder and in the case of a proposal which relates to the making of any special resolution shall in addition comply with the provisions of clause 9.5.

## **22 Chairing general meetings**

- 22.1** If the committee members have appointed a chair of the committee, the chair of the committee shall chair general meetings if present and willing to do so.
- 22.2** If the committee members have not appointed a chair of the committee, or if the chair of the committee is unwilling to chair a general meeting or is not present within ten minutes of the time at which the meeting was due to start:
- 22.2.1** the committee members present, or
- 22.2.2** (if no committee members are present) the meeting,
- must appoint a committee member or (only if no committee members are present) Member to chair the meeting.
- 22.3** The appointment of the chair of the general meeting must be the first business of the meeting.
- 22.4** The person chairing a meeting in accordance with this Clause is referred to as the chair of the general meeting.

## **23 Votes of members**

- 23.1** At any general meeting:
- 23.1.1** every Member who is present in person (or by proxy) shall on a show of hands have one vote and clause 5.3 shall not apply; and
- 23.1.2** every Member present in person (or by proxy) shall on a poll have one vote and clause 5.3 shall not apply.

## **24 Poll votes**

- 24.1** A poll may be demanded at any general meeting by any person present and entitled to vote at the meeting.

**24.2** Clause 30(3) of the Model Clauses shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Clause.

## **25 Proxies and postal votes**

**25.1** Clause 31(1) (d) of the Model Clauses shall be deleted and replaced with the words "is delivered to the Association in accordance with the Clauses not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

**25.2** Clause 31(1) of the Model Clauses shall be further amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the committee members, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Model Clause.

**25.3** Any person appointed to be a proxy shall be a Member.

**25.4** Provision may be made in any notice of a general meeting for Members to vote by postal means as if any such Member had voted in person in relation to all or any resolutions referred to in such notice and in such case the notice shall be accompanied by a form to be completed and returned by post provided that no such postal vote is to be counted unless received at least 48 hours before the general meeting in question and provided further that any such Member may attend such general meeting and vote in person and in such case his or her postal vote shall be null and void.

## **26 Secretary and other officers**

The committee members may appoint any person who is willing to act as the secretary for such term, at such remuneration and on such conditions as they may think fit and from time to time remove such person and, if the committee members so decide, appoint a replacement, in each case by a decision of the committee members. The committee members may on like terms appoint a works manager, treasurer and grounds manager and such other officers as they may from time to time determine necessary for the purposes of the Association. Any such person need not be a Member.

## **27 Change of Association name**

The name of the Association may only be altered by a special resolution.

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

**28.1** Any notice or document to be sent or supplied to a committee member in connection with the taking of decisions by committee members may be sent or supplied by the means by which that committee member has asked to be sent or supplied with such notices or documents for the time being.

**28.2** A committee member may agree with the secretary that notices or documents sent to that committee member 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.

## **29 Inspection and copying of accounts and other records**

**29.1** In addition to, and without derogation from, any right conferred by statute, a Member shall have the right, on reasonable notice, at reasonable times and at such place as shall be convenient to the Association, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the Association, on payment of any reasonable charge for copying.

**29.1.1** Such right shall be subject:

- (a) to any resolution of the Association in general meeting; and

- (b) in the case of any book, minute, document or accounting record which the committee members reasonably consider contains confidential material the disclosure of which would be contrary to the interests of the Association, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the Member) and to any other reasonable conditions that the committee members may impose.

### 30 Indemnity and insurance

**30.1** Subject to clause 30.2, but without prejudice to any indemnity to which a relevant officer or trustee is otherwise entitled:

**30.1.1** each relevant officer and trustee shall be indemnified out of the Association's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer or trustee :

- (a) in the actual or purported execution or discharge of his duties, or in relation to them; and
- (b) in relation to his activities as a trustee of the Property

**30.1.2** the committee may provide any relevant officer or trustee with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in clause 30.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

This Clause does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of law and any such indemnity is limited accordingly.

**30.2** The committee members may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant officer or trustee in respect of any relevant loss.

**30.3** In this clause 30:

**30.3.1** a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer or trustee in connection with that relevant officer or trustee's duties or powers in relation to the Association; and

**30.3.2** a **relevant officer** means any committee member alternative committee member or trustee other officer or former committee member or other officer of the Association, but excluding any person engaged by the Association (or as auditor (whether or not he is also a committee member or other officer), to the extent he acts in his capacity as auditor).

### 31 Appointment and removal of alternate committee members

**31.1** Any committee member (other than an alternate committee member) ("**Appointor**") may appoint as an alternate committee member ("**alternate**") any adult living with him or her in the same household approved by resolution of the committee members, to:

**31.1.1** exercise that committee member's powers; and

**31.1.2** carry out that committee member's responsibilities,

in relation to the taking of decisions by the committee members, in the absence of the Appointor.

**31.2** Any appointment or removal of an alternate committee member must be effected by notice in writing to the Association signed by the Appointor, or in any other manner approved by the committee members.

**31.3** The notice must:

**31.3.1** identify the proposed alternate; and

**31.3.2** in the case of a notice of appointment, contain a statement signed by the proposed alternate that he or she is willing to act as the alternate of the committee member giving the notice.

## **32 Rights and responsibilities of alternate committee members**

**32.1** Except as the Clauses specify otherwise, alternate committee members are:

**32.1.1** deemed for all purposes to be committee members;

**32.1.2** liable for their own acts and omissions;

**32.1.3** subject to the same restrictions as their Appointor; and

**32.1.4** not deemed to be agents of or for their Appointor

and, in particular (without limitation), each alternate shall be entitled to receive notice of all meetings of committee members and of all meetings of committees of committee members of which his Appointor is a Member.

**32.2** A person who is an alternate but not a committee member:

**32.2.1** may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

**32.2.2** may participate in a unanimous decision of the committee members (but only if his Appointor is an Eligible Committee member in relation to that decision, but does not participate); and

**32.2.3** shall not be counted as more than one committee member.

**32.3** An alternate may be paid expenses and may be indemnified by the Association to the same extent as if he were a committee member but shall not be entitled to receive any remuneration from the Association for serving as an alternate committee member.

## **33 Termination of alternate committee membership**

A person's appointment as an alternate (in respect of a particular Appointor) terminates:

**33.1.1** when the alternate's Appointor revokes the appointment by notice to the secretary in writing specifying when it is to terminate;

**33.1.2** on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a committee member;

**33.1.3** on the death of the alternate's Appointor; or

**33.1.4** when the alternate's Appointor ceases to be a committee member for whatever reason.

## **34 Commencement**

**34.1.** This Constitution shall come into force when approved by ordinary resolution of the Association in general meeting.

**34.2** Upon this Constitution coming into force all previous constitutions, rules, regulations and other arrangements of whatsoever nature governing or concerning the affairs of the Associate shall become void and shall cease to have effect.

**34.3** The committee members may make such rules concerning savings, transitional and other arrangements to give effect to the Constitution as they deem expedient and such rules shall be deemed to be incorporated into and part of the Constitution approved by the Association.

**34.4** Any rules made in accordance with clause 34.3 shall continue to have effect until the next general meeting whereupon they shall lapse and cease to have effect unless approved by an ordinary

resolution.

34.5 Nothing contained in Clause 34.2 shall affect any existing rights or liabilities which have accrued or any estate or interest in property which has already vested.