

Company No 3401440

THE COMPANIES ACTS 1985 TO 2006

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

ARTICLES OF ASSOCIATION

of

UNIPOL STUDENT HOMES

Incorporated on 10 July 1997

Articles most recently amended 12th February 2016

INTERPRETATION

1. In these Articles:

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

"the Articles" means the Articles of Association of the Company from time to time in force

"clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

"the Company" means the company intended to be regulated by these Articles

"executed" includes any mode of execution

"Office" means the registered office of the Company

"the Seal" means the common seal of the Company if it has one

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary

"the United Kingdom" means Great Britain and Northern Ireland.

2. In these Articles unless the context otherwise requires, words importing

2.1 the singular number only shall include the plural number and vice versa;

2.2 words importing persons shall include corporations.

2.3 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

NAME

3. The name of the Company is "UNIPOL STUDENT HOMES" (and in this document it is called the "Company").¹

REGISTERED OFFICE

4. The Registered Office of the Company will be situate in England and Wales.

OBJECTS

5. The Company's objects (the "Objects") are the advancement of education by providing and managing accommodation and related services for educational institutions, their students and other persons associated with educational institutions and to develop and foster excellence and expertise in this field.

¹ The Company's name was changed from Unipol Student Homes Limited to Unipol Student Homes on 30 July 1997

POWERS

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

6.1 to acquire as a going concern all the property and assets of, and to continue the work of, the unincorporated charity known as Unipol Student Homes;

6.2 to provide an accommodation agency and generally to assist persons seeking accommodation, including the provision of information and advice, the monitoring of the housing situation and the development of new housing initiatives;

6.3 to run accreditation schemes for rented accommodation including training landlords and tenants on acceptable standards by reference to written materials and training modules;

6.4 to promote, monitor and verify accreditation schemes for rented accommodation, to develop such schemes with local authorities and other non-profit making organisations and to train operators of accreditation schemes on how to establish, administer and ensure compliance with schemes;

6.5 to acquire, develop, alter, improve, manage and (subject to such consents as may be required by law) to charge or otherwise dispose of property and to borrow money whether upon security or otherwise;

6.6 to arrange or participate in research projects, conferences, publications and generally to gather and disseminate information and expertise likely to promote the Company and its Objects;

6.7 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;

6.8 to raise funds and to invite and receive contributions and to receive gifts subject to special trusts within the Objects, without prejudice to the Company having the right to refuse as it sees fit any gift, contribution or legacy or bequest and provided that, in raising funds, the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

6.9 to invest any monies not for the time being required for the Company's general purposes or with a view to meeting long-term commitment or requirements and to hold (either in nominee names or otherwise), sell or otherwise deal in such investments (either under discretionary investment management arrangements or otherwise) and generally to do all things which are in the Company's best interests or which are calculated directly or indirectly to protect, enhance the value of, or use most efficiently the Company's assets or resources;

6.10 subject to clause 7 below, to accept, agree or contract for the services, assistance or contributions of any person or organisation upon such terms as the Company may see fit, including the provision of remuneration, indemnities, reimbursement of expenses, insurance and reasonable working conditions and to provide reasonable terms of employment including benefits for past employees and the dependants of employees or past employees;

6.11 to provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not, provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution

brought against the Directors in their capacity as Directors of the Company;

6.12 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

6.13 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;

6.14 to pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the formation and registration of the Company;

6.15 to do all such other lawful things as are necessary for the achievement of the Objects;

6.16 to do all or any of these thing either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise or by forming other companies or trusts or by acquiring or holding shares and either alone or in conjunction with others with a view to fulfilling the Objects.

LIMITATIONS

7. 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 and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company:

Provided that nothing in this document shall prevent any payment in good faith by the Company:

7.1 of the usual professional charges for business done by any Director who is a solicitor, accountant 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 remuneration, or that of his or her partner, is under discussion;

7.2 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;

7.3 of interest on money lent by any member or Director of the Company at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Directors;

7.4 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 $\frac{1}{100}$ th part of the issued capital of that company;

7.5 of reasonable and proper rent for premises demised or let by any member of the Company or a Director;

7.6 to any Directors of reasonable out-of-pocket expenses;

7.7 of any premium in respect of any indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the

Directors in reckless disregard of whether it was a breach of trust or breach of duty or not, provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors of the Company.

LIMITATION OF LIABILITY & GUARANTEE

8. The liability of the members is limited.

9. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's 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.

DISSOLUTION

10. 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 some other charity or charities having objects similar to the Objects and which prohibits the distribution of its or their income and property to the extent at least as great as is imposed on the Company by clause 7 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.

MEMBERS

11.1 The provisions of section 113 of the 2006 Act shall be observed by the Company and every member of the Company shall either sign a written consent to become a member or sign the Register of Members on becoming a member.

11.2 The subscribers to the original memorandum and such other persons or organisations as are admitted to membership in accordance with the Articles shall be members of the Company.

11.3 The following bodies shall be the Principal Members of the Company:

Leeds **Beckett** University
The University of Leeds
Leeds **Beckett** Students' Union
Leeds University Union.

11.4 The following bodies shall be other Members of the Company:

Bradford College.

11.5 No other body or person may be admitted as a member without the unanimous consent of the existing Principal Members and no change may be made to these Articles of Association without the consent of at least three-quarters of the existing Principal Members. For the avoidance of doubt, at least three-quarters of the Principal Members must be present in person, or by proxy, or (being a corporation) by duly authorised representative for a General Meeting to be quorate.

11.6 The Directors may admit other bodies or persons as non-voting members in accordance with rules made under Article 64.

11.7 Unless the Directors or the Company in general meeting shall make other provision under Article 64, the Directors may in their absolute discretion permit any member of the Company to retire, provided that after such retirement the number of members is not less than two.

GENERAL MEETINGS

12. The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall comply with their obligations under the Act to forthwith proceed to convene an extraordinary general meeting for a date which is in any case not later than seven weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Directors or any member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

13. An extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least 14 clear days' notice. All other general meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members.

14 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and the notice shall be given to all the members and to the Directors and auditors.

15. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any meeting unless a quorum is present. At least three-quarters of the Principal Members must be present in person or by proxy or (being a corporation) by duly authorised representative for a meeting to be quorate.

17. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors shall determine.

18. The Chair, if any, of the Directors or, in her or his absence, the Deputy Chair (if any) shall preside as Chair of the meeting but if neither of them is present and willing to act within 15 minutes after the time appointed for holding the meeting, the Directors present shall elect one of their number to be Chair and if there is only one Director present and willing to act she/he shall be Chair.

19. If no Director is willing to act as Chair, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be Chair.

20. A Director shall, notwithstanding that she/he is not a member, be entitled to attend and speak at any general meeting.

21. The Chair may, with the consent of a meeting at which a quorum is present (and shall if so

directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

22. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

22.1 by the Chair; or

22.2 by at least two persons having the right to vote at the meeting; or

22.3 by a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

A demand by a person as proxy for a member shall be the same as a demand by the member.

23. Unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

24. The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. The withdrawal of the demand for a poll shall not invalidate the result of a show of hand declared before the demand for the poll was made.

25. A poll shall be taken as the Chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

26. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall have a deliberative but no casting vote.

27. A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

28. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

VOTES OF MEMBERS

29. Every Member shall have one vote. Votes may be cast personally or by proxy.

30. No member shall be entitled to vote at any general meeting unless all monies then payable by him to the Company have been paid.

31. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

32. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

32.1 be deposited at the Office, or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

32.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or

32.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

33. A vote given or poll demanded by a proxy, or by the duly authorised representative of a member organisation, shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting, or adjourned meeting, at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

34. Any organisation which is a member of the Company may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which she/he represents as the organisation could exercise if it were an individual member of the Company.

DIRECTORS

35. The first Directors shall be those persons named in the statement delivered pursuant to the Act, who shall be deemed to have been appointed under the Articles. Future Directors shall be appointed as provided subsequently in the Articles.

POWERS OF THE DIRECTORS

36. Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

37. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles, the Directors shall have the following powers, namely:

37.1 to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Company;

37.2 to enter into contracts on behalf of the Company;

37.3 to borrow money, provided that the total amount owing at any time shall not exceed £15 million.

APPOINTMENT AND RETIREMENT OF DIRECTORS

38.1 The following appointing bodies may each nominate 3 persons to be Directors of the Company:

Leeds **Beckett** University
The University of Leeds
Leeds **Beckett** Students' Union
Leeds University Union

38.2 The following appointing body may nominate 1 person to be a Director of the Company:

Bradford College

38.3 The appointing bodies may remove, appoint or substitute such nominated Directors who shall not be subject to other appointment or dismissal procedures, save as provided for at Article 39.6.

38.4 The Board of Directors may appoint up to **six** co-opted Directors and they may remove or substitute such co-opted Directors. Co-opted Directors may be appointed for terms of up to three years and may be re-appointed. All co-opted Directors may be appointed with full voting rights. Any persons who are not connected with any Principal Member may be appointed as a co-opted Director with full voting rights; for the purposes of this Article, a person is connected with a Principal Member if he or she is employed by a Principal Member or is a person studying full-time at any institution which is a Principal Member.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

39. A Director shall cease to hold office if she/he:

39.1 ceases to be a Director by virtue of any provision in the Act, or is disqualified from acting as a Trustee by virtue of section 72(i) of the Charities Act 1993 (or any statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Director;

39.2 becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

39.3 becomes incapable by reasons of mental disorder, illness or injury of managing and administering his or her own affairs;

39.4 resigns his or her office by notice to the Company (but only if at least two Directors will

remain in office when the notice of resignation is to take effect); or

39.5 if a co-opted Director is absent without the permission of the Directors from all their meetings held within a period of nine months and the Directors resolve that his or her office be vacated;

39.6 if an appointed Director is absent without the permission of the Directors from all their meetings held within a period of nine months, has been referred back to the appointing body, is absent from the next meeting and the Directors resolve that his or her office be vacated.

DIRECTORS' EXPENSES

40. The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration.

DIRECTORS' APPOINTMENTS AND INTERESTS

41. Subject to the provisions of the Act and to Article 7, the Directors may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Company. Any such appointment to be made upon such terms as the Directors determine. Any appointment of a Director to an executive office shall terminate if she/he ceases to be a Director.

42. Except to the extent permitted by Article 7, no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any other contract to which the Company is a party.

PROCEEDINGS OF DIRECTORS

43. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. When a matter is put to a vote all Directors who have the right to vote shall have one vote each. In the case of an equality of votes, the Chair shall not have a second or casting vote.

44. At least **eight** of those Directors appointed at that time must be present for a Board Meeting to be quorate.

45. The Directors may act notwithstanding any vacancies in their number but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

46. The Directors may appoint a Chair, **two** Deputy Chairs an Honorary Treasurer and a Director without Portfolio as officers from among their number. They can decide the length and terms of those appointments and may terminate any such appointment at any time. The Chair will preside at meetings of the Directors but if she/he is absent or not willing to do so **a** Deputy Chair shall preside. If the Chair and the Deputy Chairs are absent or are unwilling to preside, the Directors who are present may choose which one of them shall do so. A Director may hold more than one of those offices if appointed.

47. The Directors may appoint one or more sub-committees consisting of three or more Directors, **plus other persons if the Directors so determine**, for the purpose of making any inquiry or supervising or performing any function or duty which, in the opinion of the Directors,

would be more conveniently undertaken or carried out by a sub-committee; provided that all acts and proceedings of any such sub committees shall be fully and promptly reported to the Directors.

48. All acts done by a meeting of Directors, or of a committee of Directors, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any **committee members**, or that any of them were disqualified from holding office, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had been entitled to vote.

49. A resolution in writing, signed by the Chair, or other Director authorised to sign, and entitled to receive notice of and vote at a meeting of the Directors, or of a committee of the Directors, shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors. The question shall be decided by a majority of the votes, subject to the quorum in accordance with Article 44.

50. Any bank account in which any part of the assets of the Company is deposited shall be operated in accordance with the instructions of the Directors and shall indicate the name of the Company and its charitable status.

CHIEF EXECUTIVE

51.1 The Council of the University of Leeds shall, with the agreement of all Principal Members, appoint a person to be Chief Executive of the Company; the terms of the appointment shall be determined by the Board of Directors.

51.2 The Chief Executive shall not be a Director within the meaning of the Act; the Chief Executive shall attend Board Meetings but has no vote.

SECRETARY

52. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration (if not a Director) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

MINUTES

53. The Directors shall keep minutes in books kept for the purpose:

53.1 of all appointments of officers made by the Directors; and

53.2 of all proceedings at meetings of the Company and of the Directors and of committees of Directors, including the names of **those** present at each such meeting.

THE SEAL

54. The seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

ACCOUNTS

55. Accounts shall be prepared in accordance with the provisions of the Act.

56. The Directors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of the Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

ANNUAL RETURN

57. The Directors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of the Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

MEANS OF COMMUNICATION TO BE USED

58. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

59. 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 the Director has asked to be sent or supplied with such notices or documents for the time being.

60. 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 or their being sent, and for the specified time to be less than 48 hours.

61. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

62. The Company's annual report and accounts may be supplied to members via the Company's website but members must be informed annually that the accounts are being provided by this means. Members have the right to request a paper copy.

INDEMNITY

63.1 Subject to the provisions of the Act, every Director or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

63.2 The Directors shall have the power to resolve, pursuant to Article 6.9, to effect Indemnity Insurance notwithstanding their interest in any such policy.

LEEDS HOUSING HUB

64. The Leeds **Housing Hub** shall be financed by grants made by each of the Principal Members as decided by those bodies from time to time.

RULES

65.1 Subject to these Articles, the Directors may from time to time make such rules, standing

orders or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership and in particular, but without prejudice to the generality of the foregoing, they may by such rules, standing orders or bye laws regulate:

65.1.1 the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members and 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 to members;

65.1.2 the conduct of the members of the Company in relation to one another and to the Company' servants;

65.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times for any particular purpose or purposes;

65.1.4 the procedure at general meetings and meetings of the Directors and committees of the Directors, in so far as such procedure is not regulated by the Articles;

65.1.5 generally, all such matters as are commonly the subject mater of company rules.

65.2 The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company provided that no rule or bye law shall be inconsistent with, or shall effect or repeal anything contained in, the Articles.