

Articles of Association

Greener Ealing Ltd (the Company)

Company Number: [TO BE CONFIRMED
AFTER INCORPORATION]

Dated

2019

Contents

Clauses

1	Interpretation.....	1
2	Shareholder's Reserve Power	3
3	Unanimous Decisions	4
4	Calling a Directors' Meeting	4
5	Annual and General Meetings	4
6	Quorum for Directors' Meetings	4
7	Reserved Matters	5
8	Casting Vote	5
9	Transactions or Other Arrangements With the Company	5
10	Directors' Conflicts of Interest.....	5
11	Records of Decisions to be Kept	6
12	Number of Directors.....	7
13	Appointment and Removal of Directors	7
14	Appointment of Chairman	7
15	Secretary.....	7
16	Allotment of Shares	8
17	Purchase of Own Shares.....	8
18	Transfer of Shares	8
19	General Meetings	8
20	Poll Votes.....	8
21	Proxies	9
22	Means of Communication to be Used	9
23	Indemnity	10
24	Insurance	10

The Companies Act 2006
Private Company Limited by Shares
Articles of Association
of
Greener Ealing Ltd (the Company)

1 Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles:

Act	the Companies Act 2006
appointor	has the meaning given in article Error! Reference source not found.
Articles	the Company's articles of association for the time being in force
Board	means the Board of Directors of the Company
Business Day	means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business
Cabinet	means those councillors appointed to the cabinet as constituted under the constitution of the Council in accordance with the Local Government Act 2000
Chairman	means the chairman of the board of Directors of the Company from time to time as may be appointed in accordance with Article 14.1
Conflict	has the meaning given in article 10
Council	The Council of the London Borough of Ealing
Council Representative	has the meaning given to it in Article 2.3
Director(s)	means a director or directors of the Company from time to time
eligible Director	means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter)
Executive Directors	means any Directors appointed by the Council pursuant to Article 13 and designated as the "Managing Director" and/or "Finance Director" of the Company (and "Executive Director" shall be construed accordingly)
Interested Director	has the meaning given to it in Article 10.1

Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (S/ 2008/3229) as amended prior to the date of adoption of these Articles
Relevant Interest	has the meaning set out in Article 10.1
Reserved Matters	<p>means any resolution or vote pertaining to the following non-exhaustive matters:</p> <ul style="list-style-type: none"> (a) changing the nature of the Company's business; (b) forming or participating in a joint venture (howsoever described); (c) forming a subsidiary or acquiring shares in another corporate entity; (d) declare a dividend or distribution (whether monetary or in specie); (e) raising finance or incurring indebtedness, including (without limitation) by way of finance or operating lease, hire purchase, loan or deferred payment terms (other than standard trade credit on no more than thirty days terms); (e) bidding for contracts in excess of £500,000 on any one contract (whether singly or as part of a series of contracts which might properly be viewed as part and parcel of the same matter); and (f) agreeing or amending the Company's periodic business plan, <p>together with any further matters which the Council may notify to the Company from time to time in writing (and "Reserved Matter" shall be construed accordingly)</p>
Share	means the ordinary shares of £1.00 each in the capital of the Company from time to time
Successor Body	means any successor body of the Council
1.2	Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
1.3	Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 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 words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11 Article 7 of the Model Articles shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a);
and
 - 1.11.2 the insertion in article 7(2) of the words "(for so long as he remains the sole Director)" after the words "and the Director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate Directors) and the secretary" before the words "properly incur".
- 1.13 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the Directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the Directors decide".
- 1.17 A reference to the Council in these Articles shall be deemed to include a reference to any Successor Body.

2 Shareholder's Reserve Power

- 2.1 The shareholder may, by special resolution direct any Director to take, or refrain from taking, specified action.
- 2.2 No such special resolution invalidates anything which the Directors have validly and lawfully done before passing the shareholder resolution.

- 2.3 The Council will exercise its sole shareholder vote through its representative (as determined by the Council from time to time) (**Council Representative**) or through its Cabinet and in accordance with the procedure set out in Article 19.2.

3 Unanimous Decisions

- 3.1 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.
- 3.2 Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated agreement in writing.
- 3.3 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.

4 Calling a Directors' Meeting

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.

5 Annual and General Meetings

An Annual General Meeting shall be held once in every year, at such time and place as may be determined by the Directors. Any other meeting of the members of any class of the Company shall be termed a General Meeting.

6 Quorum for Directors' Meetings

- 6.1 Subject to article 6.5, the quorum for the transaction of business at a meeting of Directors is any three eligible Directors, which must include one Executive Director and two non-Executive Directors who are Council employees (save that where a Relevant Interest of the Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place.
- 6.2 Directors may participate in meetings remotely by telephone, videoconference or other electronic means. If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the Chairman shall be deemed to be the place of the meeting.
- 6.3 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 at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 6.4 A decision of the Directors may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

- 6.5 For the purposes of any meeting (or part of a meeting) held pursuant to article 10 to authorise a Director's conflict, if there is only one eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director.

7 Reserved Matters

The Directors may not vote on or make resolutions in respect of any Reserved Matter without first informing, and obtaining the prior written consent of, the Council.

8 Casting Vote

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman shall have a casting vote.

9 Transactions or Other Arrangements With the Company

- 9.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 9.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 9.1.2 shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 9.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 9.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
 - 9.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 9.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

10 Directors' Conflicts of Interest

- 10.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act (**Relevant Interest**) to avoid conflicts of interest (**Conflict**).

- 10.2 Any authorisation under this article 10 will be effective only if:
- 10.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other Interested Director; and
 - 10.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other Interested Director's vote had not been counted.
- 10.3 Any authorisation of a Conflict under this article 10 may (whether at the time of giving the authorisation or subsequently):
- 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 10.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - 10.3.3 provide that the Interested Director shall or shall not be an eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - 10.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 10.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 10.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 10.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 10.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 10.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

11 Records of Decisions to be Kept

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

12 Number of Directors

The Company must have not more than and no less than three Directors, being one Executive Directors and two non-Executive Directors (the non-Executive Directors being employees of the Council). The appointment of alternate Directors is not permitted.

13 Appointment and Removal of Directors

- 13.1 The Council shall have the right to appoint and to remove Directors (whether as Executive Directors or otherwise) and to appoint replacements.
- 13.2 Executive Directors must be independent and not Council employees. If a Director ceases to hold such a position, the Council shall have the right to immediately terminate their appointment as an office of the Company.
- 13.3 The Council may only appoint a person who is willing to act as a Director, and is permitted to do so.
- 13.4 Model article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:
 - 13.4.1 he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director;
 - 13.4.2 a majority of the other Directors resolve that he cease to be a Director; and
 - 13.4.3 in the case of an Executive Director only, he shall cease to be employed by the Council.
- 13.5 In any case where, as a result of death or bankruptcy, the company has no shareholders and no Directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

14 Appointment of Chairman

- 14.1 The Council shall have the sole and exclusive right to appoint any person (whether already a Director or not) as the Chairman of the Board, provided that this person is an Executive Director. The appointment of any person as Chairman under this Article shall be by notice in writing addressed to the Company from the Council. If the Council fails to make any such appointment, the Chairman shall, by default be the Managing Director or, in the absence of a Managing Director, the Finance Director.
- 14.2 The Council shall also be entitled to remove any person so appointed at any time by notice in writing to the Company and to appoint another person to act in his place, each time on the basis of this Article 14.1.

15 Secretary

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

16 Allotment of Shares

In accordance with section 567 of the Act, sections 561 and 562 of the Act shall be excluded from applying to the Company in respect to all allotments of equity securities by the Company.

17 Purchase of Own Shares

17.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

17.1.1 £15,000; and

17.1.2 the value of 5% of the Company's share capital.

18 Transfer of Shares

18.1 In this Article, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.

18.2 No Share may be transferred unless the transfer is made in accordance with these Articles.

18.3 The Council, through its Council Representative or the Cabinet, will be the sole shareholder of the Company. No transfer of Shares may be made unless it is to a Successor Body.

18.4 Shares may only be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of:

18.4.1 the transferor; and

18.4.2 (if any of the shares is partly or nil paid) the transferee.

19 General Meetings

19.1 The Company shall hold a general meeting in each period of 6 months beginning with the day following its accounting reference date.

19.2 Subject to Article 19.3 the exercise of the Council vote at a general meeting shall be exercised by the Council Representative, unless the Council instruct that it would be more appropriate for the Cabinet to decide. Where the Cabinet are instructed to make decisions on behalf of the Council, this shall be in accordance with these Articles and by way of a majority vote exercised by way of a show of hands by the members of the Council. In any event of an equal number of votes for and against, the Chairman of the meeting of the Cabinet shall have the casting vote.

19.3 Prior to voting, each member of the Cabinet will declare any individual interest and where these may be conflicting, will take no further part in the decision making on any matter on behalf of the Company.

20 Poll Votes

20.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

- 20.2 Article 44(3) of the Model Articles 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 article.

21 Proxies

- 21.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles 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".
- 21.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

22 Means of Communication to be Used

- 22.1 Subject to clause 22.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 22.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 22.1.2 if sent by fax, at the time of transmission; or
 - 22.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - 22.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - 22.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 22.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 22.1.7 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - 22.1.8 if deemed receipt under the previous paragraphs of this clause 22.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 22.2 To prove service, it is sufficient to prove that:
- 22.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 22.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

- 22.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- 22.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

23 Indemnity

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

23.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

23.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 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.

23.3 In this article:

23.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

23.3.2 a **relevant officer** means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

24 Insurance

24.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

24.2 In this article:

- 24.2.1 a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor);
- 24.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer'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
- 24.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.