

ELMER SANDS LIMITED

Company Number 00311819

Memorandum and Articles of Association

As altered by Special Resolutions passed on the
27th November 1995, 18th May 2014, 29th April 2018, 27th April 2019,
23rd April 2022, 13th May 2023, 18th May 2024

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF ELMER SANDS LIMITED

(As altered by Special Resolution passed on the 27th day of November 1995, 18th day of May 2014, 29th day of April 2018, the 27th April 2019, the 23rd April 2022 and the 13th May 2023)

1. The name of the Company is ELMER SANDS LIMITED.
2. The registered office of Elmer Sands Limited is situated in England.
3. The objects for which Elmer Sands Limited is established are:
 - (a) To protect and promote the rights and interests of the members of Elmer Sands Ltd. in the development and management of the Elmer Sands Estate in the County of West Sussex and of owners of property on the said Estate and in the same neighbourhood; and to promote games, athletic sports and pastimes of every description and encourage social interaction between the members of Elmer Sands Ltd.
 - (b) To establish, maintain and conduct a Social and Sports Club for the members of Elmer Sands Ltd. and generally to afford to them all the usual privileges, advantages and facilities of a Social and Sports Club.
 - (c) To acquire by purchase, lease or otherwise any land or grounds forming part or parts of the Elmer Sands Estate including roads, open spaces, the land above high water mark and any rights or interests of any person or persons on or near Elmer Sands Estate; and to repair and maintain the breakwaters, embankments and other sea defences of Elmer Sands Estate and the sluices, rifes, ditches, culverts and drainage of Elmer Sands Estate.
 - (d) To lay out, prepare and maintain the land or grounds of Elmer Sands Ltd. or any part of it as open spaces, ornamental pleasure grounds or parks and for tennis, golf or other athletic sports or pastimes; to build or otherwise provide, club houses, pavilions, sheds, workshops, garages and other facilities; to furnish, alter, enlarge, repair, and maintain such facilities; and to permit such facilities to be used by members of Elmer Sands Ltd. either gratuitously or for payment.
 - (e) To maintain the roads on Elmer Sands Estate and introduce appropriate parking and traffic calming measures.

- (f) To buy, hire, make or provide furniture, utensils, glass, china, plate, books, papers, periodicals, stationery and anything else required for a Social or Sports Club.
- (g) To buy, provide, make and sell meals, food, drinks provisions, refreshments and anything else commonly consumed in a Club.
- (h) To provide anything necessary for tennis, bowls, golf, boating, fishing, swimming and other athletic, aquatic games and pastimes, for billiards, cards and other games and for musical, dramatic and other social entertainments and amusements.
- (i) To promote and hold either alone or jointly with any other association, club or persons, meetings, competitions and matches, for the playing of tennis, bowls or any other athletic sports or pastimes; to offer, give or contribute towards prizes, medals and awards; and to promote, organize or support dinners, balls, concerts and other entertainments.
- (j) To establish, promote, or assist in establishing or promoting and to subscribe to, or become a member of, any other associations or clubs whose objects are similar or in part similar to the objects of Elmer Sands Ltd., or the establishment or promotion of which may be beneficial to Elmer Sands Ltd. No subscription shall be paid to any such other association or club out of the funds of Elmer Sands Ltd., except bona fide to promote the objects of Elmer Sands Ltd.
- (k) To act as trustee for the members of Elmer Sands Ltd. and as such trustee to receive and hold money in trust for them and to purchase, hold in trust for and supply to the members of Elmer Sands Ltd. any provisions, drinks or other items.
- (l) To purchase or by any other means acquire and take options or rights over any property.
- (m) To apply for, register, purchase or by other means acquire and to protect, maintain, and renew, whether in the United Kingdom or elsewhere any intellectual property rights or know-how (including without limitation any patents, trademarks, or design rights) and to exploit such intellectual property rights or know-how as Elmer Sands Ltd may think fit.
- (n) To improve, manage, construct, repair, maintain, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of Elmer Sands Ltd.
- (o) To invest and deal with the moneys of Elmer Sands Ltd. in the best interests of Elmer Sands Ltd and to hold or otherwise deal with any investments in a prudent manner.

(p) To lend, advance money to or give credit to any person, firm or company; to enter into guarantees, contracts of indemnity and suretyships; to receive money on deposit or loan, and to secure or guarantee in any manner the payment of any sum of money or the performance of any obligation by any person, firm or company. All of (p) to be exercised in a financially prudent manner.

(q) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security upon the whole or any part of Elmer Sands Ltd's property or assets (whether present or future) and also by a mortgage, charge, lien or other security to secure and guarantee the performance by Elmer Sands Ltd. of any obligation or liability it may undertake or which may become binding on it.

(r) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(s) To lobby for the passing of any statute, regulation or order, or apply for the grant of any licence from any government department, local authority or other authority to enable Elmer Sands Ltd. to carry any of its objects into effect, or to effect any modification of Elmer Sands Ltd's constitution, or for any other purpose which may seem calculated directly or indirectly to promote Elmer Sands Ltd's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice Elmer Sands Ltd's interests.

(t) To enter into any arrangements with any government or authority (national, municipal, local, or otherwise) that may seem conducive to the attainment of Elmer Sands Ltd.'s objects, and to obtain from any such government or authority any charters, decrees, rights, privileges, grants or concessions which Elmer Sands Ltd. may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, grants and concessions.

(u) To sell or otherwise dispose of the whole or any part of the business or property of Elmer Sands Ltd., either together or in portions, for such consideration as Elmer Sands Ltd. may think fit.

(v) To pay any person, firm or company providing goods or services to Elmer Sands Ltd. either by cash payment or otherwise.

(aa) To distribute among the Members of Elmer Sands Ltd. any property of Elmer Sands Ltd.

(bb) To pay all or any legal or other expenses incurred in connection with the management of Elmer Sands Ltd., or to contract with any person, firm or company to pay the same.

- (cc) To undertake or defend any legal action if in the best interests of Elmer Sands Ltd (including without limitation) enforcing any restrictive covenants or any part of the Elmer Sands Code of Conduct
- (dd) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of Elmer Sands Ltd. or may be connected with Elmer Sands Ltd; to give or award pensions, gratuities, or other allowances or benefits or charitable aid for any persons who are serving or have served Elmer Sands Ltd and their dependants.
- (ee) To make payments towards insurance including, without limitation, insurance against any liability for any Member of the Council, Secretary, Treasurer, auditor or other officer or person working for Elmer Sands Ltd
- (ff) To do all such other things as may be deemed incidental or conducive to the attainment of Elmer Sands Ltd's objects or any of them.

4. The liability of the members is limited.

5. If Elmer Sands is wound up every member of Elmer Sands Ltd. undertakes (up to a maximum of 25 pence) to contribute to the assets of Elmer Sands Ltd. during the time that he is a member or for one year afterwards for payment of the debts and liabilities of Elmer Sands Ltd. contracted before the time at which he ceases to be a member, for the costs, charges and expenses of winding up Elmer Sands Ltd, and for the adjustment of the rights of the contributories amongst themselves.

INTERPRETATION OF MEMORANDUM OF ASSOCIATION

(A) The widest interpretation shall be given to the above objects. None of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects.

(B) None of the above objects shall be deemed subsidiary or ancillary to any of the other objects.

(C) "The Act" means the Companies Act 2006. Any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or reenactment of the Act.

(D) Words implying the singular include the plural and vice versa and words implying the masculine include the feminine and neuter and vice versa.

(E) "Person" means any person, firm, company or other legal entity.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF ELMER SANDS LIMITED

(As adopted by Special Resolutions passed on the 13th May 2023)

1. INTERPRETATION

- (A) "The Act" means the Companies Act 2006. Any reference to any provision of the Act shall be deemed to include a reference to that provision as amended or re-enacted.
- (B) "The Company" means Elmer Sands Ltd.
- (C) The Council means the Council of Management for the time being of Elmer Sands Ltd.
- (D) Office means the registered office of Elmer Sands Ltd.
- (E) Seal means the Common Seal of Elmer Sands Ltd.
- (F) Month means calendar month
- (G) Writing includes e-mails.
- (H) Words implying the singular include the plural and vice versa. Words implying the masculine include the feminine and neuter and vice versa.
- (I) "Person" means any person, firm, company or other legal entity.

MEMBERS

- 2. Any person applying to become a member of Elmer Sands Ltd must complete and sign the application form provided. That person will be entered on the register of members.
- 3. Elmer Sands Ltd. is established for the purposes expressed in the Memorandum of Association.
- 4. Any persons admitted to membership by the Council shall be members of Elmer Sands Ltd.
- 5. The application to become a member of Elmer Sands Ltd must be in the following form, or in such other form as the Council shall from time to time prescribe:-

ELMER SANDS LIMITED

(Company Incorporated by Guarantee)

(Registered in London No. 311819)

Registered Office:

23 Arundel Way, Elmer Sands, Middleton-on-Sea, West Sussex, PO22 6JH

www.elmersands.co.uk

Application to Register for Membership to Elmer Sands Limited

I/We apply to be admitted to membership of Elmer Sands Limited. I/We agree to abide by the provisions of the Memorandum and Articles of the Company and of the Code of Conduct and to pay all annual subscriptions of Estate Management Fees during my/our ownership of the property as detailed below:

My/Our full name(s) is/are:

.....

I/We wish to be entered in the Register of Members as owner(s) of the following property:

....., Elmer Sands.....

Mailing address (if different from above).....

.....

.....Post Code.....

Contact Details:

Tel: Home..... mobile.....

email.....

Signed.....

Date.....

Please return completed form/s together with payment as applicable to:

Elmer Sands Limited

23 Arundel Way

Elmer Sands

PO22 6JH

queries tel: (01243) 584900

6. Every member of Elmer Sands Ltd. must pay annual subscriptions as from time to time prescribed by the Council. When a new member joins Elmer Sands Ltd he shall immediately pay the relevant proportion of the current year's subscription. Thereafter the subscription shall be payable in accordance with the terms determined by the Council from time to time.

Any member owning more than one property on the Elmer Sands Estate shall pay an annual subscription in respect of each such property.

Subject as expressly limited by Article 6A every member shall be entitled to authorise his or her tenants and guests bona fide residing in or visiting such member's property (provided the annual subscription has been paid), to make reasonable use of the amenities and facilities provided from time to time by Elmer Sands Ltd. for the use of its members in general, but a member shall not be entitled to authorise any other person to use such amenities and facilities.

6A. In the case of a member who is the proprietor, director or manager of a club, hotel, hostel or boarding house having available regular sleeping accommodation for more than ten adult persons, such member shall be entitled (provided the annual subscription has been paid) to authorise the residents, members, guests and visitors at such club, hotel, hostel or boarding house to use the amenities and facilities provided by Elmer Sands Ltd. The annual subscription payable in respect of such club, hotel, hostel or boarding house shall be determined annually by the Council.

7. If any member fails to pay his subscription despite reminders, the Secretary shall notify him of the fact and if such subscription is not paid within seven days of a final reminder, the Council may take appropriate action against him including legal action.

8. Any person who ceases to be a member of Elmer Sands Ltd. (whether by sale of his property, death or otherwise) nevertheless remains liable (or his executor or administrator remains liable) for and shall pay to Elmer Sands Ltd. any sums due by him for subscriptions or other sums owing to Elmer Sands Ltd.

9. The interest of every member of Elmer Sands Ltd. in its property and assets is neither transmissible nor transferable. If a member dies his interest as member passes to the other joint member or members (if any).

9A. If a member sells his property, he shall require the purchaser of his property to become a member of Elmer Sands Ltd.

GENERAL MEETINGS

10. An Annual General shall be held once in every calendar year at such a time and a place as may be determined by the Council. If it is unlawful or unsafe to hold a face-to-face Annual General Meeting because of an epidemic, pandemic or other emergency such meeting may take place by electronic means.

11. All General Meetings other than the Annual General Meeting shall be called General Meetings.

12. The Council may call a General Meeting whenever they think fit and General Meetings may also be requisitioned under S303 of the Act.

12A The Elmer Sands Company Secretary will, prior to the General Meeting being arranged, verify the names and membership status of the signatories requisitioning the General Meeting, in order to validate the request.

12B At the General Meeting, a statement confirming the legality of the requisitioned meeting can be made, but the names of the signatories will not be read out.

13. Fourteen days' written notice of General Meetings (specifying the place, day and time) shall be given to members of Elmer Sands Ltd. entitled to receive notices from Elmer Sands Ltd. With the consent of all the members entitled to receive notice, a meeting may be convened by such notice and in such manner as the members may think fit. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any member shall not invalidate any resolution passed, or proceedings occurring at any meeting.

14. The tenant of a property on Elmer Sands estate may attend and speak at a General Meeting but may not vote unless appointed as a proxy.

15. Other non-members may attend a General Meeting with the permission of the Council or Secretary.

PROCEEDINGS AT GENERAL MEETING

16. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum shall be ten members present in person except as provided in Article 17.

17. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting (if convened on the requisition of members) shall be dissolved. If it is an Annual General Meeting it shall stand adjourned to such time and place as the Chairman shall decide. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present (even if less than

ten) shall represent a quorum. Two days' notice of the adjourned meeting shall be given to all members.

18. With the consent (by ordinary resolution) of any meeting at which a quorum is present, the Chairman may adjourn a meeting to a different time or place as the meeting may determine. If a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given in the same manner as for the original meeting. If a meeting is adjourned for less than ten days, the members shall not be entitled to any notice of an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting at which the adjournment took place.

19. The Chairman (if any) of the Council shall preside at every General Meeting, but if there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for the meeting, or if he is unable or unwilling to preside, the members present shall choose some member of the Council, or if no such member is present, or if all the members of the Council present decline to take the Chair, they shall choose a member of Elmer Sands Ltd. who agrees to preside.

20. At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll is demanded in writing by the Chairman or by at least twenty members present in person and entitled to vote. Unless a poll is so demanded a declaration by the Chairman of the meeting that a resolution has been carried or has been carried by a particular majority, or lost, or not carried by a particular majority, is conclusive. An entry to that effect in the minute book of Elmer Sands Ltd. is conclusive evidence of the result of such a vote (whether by show of hands or poll) without proof of the number or proportion of votes cast.

21. If a poll is demanded as in Article 20 above, it shall be taken at such time and place and in such manner as the Chairman of the Meeting shall direct and the result of the poll shall be deemed to be a resolution at the meeting at which the poll was demanded.

22. No poll may be demanded regarding the election of the Chairman of a meeting, or on any question of adjournment.

23. In the case of an equality of votes either on a show of hands or a poll, the Chairman of the meeting shall be entitled to a further or casting vote.

24. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

25. Subject as provided in this Article, every member property has one vote. If a property is owned by more than one member the owners of that property can decide at the meeting who

has the vote. Any members owning more than one property on the Elmer Sands Estate have one vote for each property, provided they have paid their annual subscriptions in respect of all the properties they own on Elmer Sands Estate. If they have not paid their annual subscription in respect of any property they own on Elmer Sands Estate they shall not have a vote in respect of that property until they have paid the annual subscription for that property.

26. No person other than a member duly registered, and who has paid every subscription and other sum (if any) which is payable to Elmer Sands Ltd. in respect of his membership shall be entitled to attend or to vote on any question either personally or by proxy or as proxy for another member, at any General Meeting except as specified in Articles 14 and 15.

26A. Any instrument appointing a proxy will be provided by ESL in the following format. The purpose of the proxy form being to give Members choice in making their opinions known on any topic which will be voted upon at a General Meeting:-

.....

ELMER SANDS LIMITED

[date] GENERAL MEETING and ANNUAL GENERAL MEETING PROXY FORM

I (name).....

of (address).....

being a member of Elmer Sands Ltd hereby appoint:

Select Option by Ticking Box Below

A.
 (name):

(address)

to vote on my behalf

OR

B.

The ESL Company Secretary to record my vote as below

	For	Against
ESL Council Special Resolution Proposal		
ESL Council Ordinary Resolution Proposal		
Member's Ordinary Resolution Proposal		

Signed

Date

Please ensure you have ticked the appropriate boxes before submitting this form.

Only proxy forms issued by ESL and returned by a member direct to the ESL Secretary will be accepted as a valid proxy declaration.

.....

COUNCIL OF MANAGEMENT

- 27. Until otherwise determined by a General Meeting, the number of the members of the Council shall not be less than five nor more than fifteen.
- 28. The Council may at any time appoint any member of Elmer Sands Ltd. as a member of the Council, either to fill a casual vacancy or by way of addition to the Council provided that the prescribed maximum is not exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting but shall then be eligible for reelection.
- 29. No person who is not a member of Elmer Sands Ltd. may in any circumstances be eligible to hold office as a member of the Council.

POWERS OF THE COUNCIL

- 30. The business of Elmer Sands Ltd. shall be managed by the Council who may pay all such expenses of the management of Elmer Sands Ltd. as they think fit, and may exercise all the powers of Elmer Sands Ltd., and do, on behalf of Elmer Sands Ltd., all such acts as may be exercised and done by Elmer Sands Ltd. under its constitution. No resolution passed by Elmer Sands Ltd. in General Meeting shall invalidate any prior act of the Council which would have been valid if such resolution had not been passed.
- 30A. No land or buildings owned by Elmer Sands Ltd may be sold or transferred (whether for value or not) unless 1) every member of ESL has been notified of any such proposal for sale or transfer and 2) a majority (over 50%) of all members who vote on any such proposal have voted in favour of it. Any vote on such a proposal must take place either at a General Meeting or by means of voting papers sent to every member household on the Elmer Sands Estate.
- 31. The members of the Council may act notwithstanding any vacancy in their body. If at any time the members of the Council are reduced in number to less than five, it shall be lawful for them to act as the Council for the General Meeting, but not for any other purpose.
- 32. The Council shall have power to appoint a Secretary and Treasurer to Elmer Sands Ltd. for such term and at such remuneration and upon such conditions as they may think fit and have the power to remove any person so appointed.

33. The Council may from time to time by resolution appoint a temporary substitute for the Secretary, and any person so appointed shall for all purposes be deemed during the term of his appointment to be the Secretary.
34. The seal of Elmer Sands Ltd. shall not be affixed to any instrument except by the authority of a resolution of the Council and in the presence of at least one member of the Council and of the Secretary. The member and Secretary must sign every instrument to which the seal is affixed. For any purchaser or person bona fide dealing with Elmer Sands Ltd. such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.
35. Cheques drawn on Elmer Sands Ltd.'s bankers must be signed by two out of the following: the Secretary, the Treasurer or other authorised signatory (who must be a Director). Elmer Sands Ltd.'s bank account shall be kept with such bank as the Council may from time to time determine.
- 35A Payments may also be made from the ESL bank accounts by on-line bank transfer by persons authorised by the Council.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

36. A member of the Council must leave office:-
 - (a) If he is declared bankrupt or he makes any arrangement or composition with his creditors;
 - (b) If he lacks mental capacity;
 - (c) If he ceases to be a member of Elmer Sands Ltd.;
 - (d) If by notice in writing to Elmer Sands Ltd. he resigns his office;
 - (e) If he ceases to hold office by virtue of any provision of the Act or any provision of statute or law.

ROTATION OF MEMBERS OF THE COUNCIL

37. At the Annual General Meeting to be held in every year, one-third of the members of the Council, or if their number is not a multiple of three, then the number nearest to but not exceeding one-third shall retire from office. A retiring member of the Council shall retain his office until the end or adjournment of the meeting at which his successor is elected or the Council decides not to fill his place.
38. Members of the Council shall retire in order of seniority. Order of seniority means the number of years in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from amongst them by lot.

39. Elmer Sands Ltd. shall, at the meeting at which any member of the Council retires as above, fill the vacated office of each member by electing new persons to the Council unless at the Annual General Meeting it is decided to reduce the number of members of the Council.
40. No-one (unless he is a member of the Council retiring at the meeting) shall unless recommended by the Council for election be eligible for office on the Council at any General Meeting unless a proposer has given signed written notice to the Secretary and the person proposed for the Council has also sent to the Secretary a notice in writing indicating his willingness to be elected. Both notices must be sent to the Secretary at least 28 days before the Annual General Meeting.
41. If at any Annual General Meeting at which an election of members of the Council ought to take place, the places of the retiring members, or some of them, are not filled, the retiring members, or such of them as have not had their places filled, and are willing to continue as members of the Council, shall be deemed to have been re-elected without further proposal or notice unless it shall be determined at such meeting to reduce the number of members of the Council.
42. Elmer Sands Ltd. may from time to time in General Meeting increase or reduce the number of members of the Council, and determine in what rotation such increased or reduced number shall go out of office and may make the appointments necessary for effecting any such increase or reduction.
43. Elmer Sands Ltd. may by Special Resolution in General Meeting remove any member of the Council before the expiration of his period of office and may by Ordinary Resolution appoint another member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held his office if he had not been removed.

PROCEEDINGS OF THE COUNCIL

44. The Council shall meet to deal with Elmer Sands business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined five shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman has a second or casting vote.
45. On the written request of three members of the Council the Secretary must, at any time, summon a meeting of the Council by written notice sent to all the members of the Council. A member of the Council who is absent abroad is not entitled to notice of a meeting.

46. The Council shall from time to time elect a chairman who presides at all meetings of the Council at which he is present, and may determine for what period he is to hold office. If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding a meeting, the members of the Council present shall choose someone of their number to be Chairman of the Meeting.
47. A meeting of the members of the Council at which a quorum is present is competent to exercise all the powers given to it under the Elmer Sands Ltd constitution.
48. If any member of the Council is absent from three consecutive meetings of the Council without in the opinion of the Council providing a reasonable excuse the Council may resolve that such member shall retire from the Council and cease to be a member of the Council.
49. The Council may delegate any of its powers to sub-committees consisting of such member or members of the Council or of Elmer Sands Ltd. as they think fit, and any sub-committee so formed must follow any regulations imposed on it by the Council. The Council may also co-opt on to a sub-committee a person who is not a member of the Council of Elmer Sands Ltd if such person can provide a particular skill or expertise.
50. All acts bona fide done by any meeting of the Council or of any sub-committee of the Council, or by any person voting as a member of the Council, shall, even though it is later discovered that there was some defect in the appointment of any such member or person, or that all or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.
- 51 Proper minutes must be taken of the proceedings of all meetings of Elmer Sands Ltd. and of the Council and of sub-committees of the Council, and of all business transacted at such meetings and on email must be recorded in the minutes. The procedure for the approval of minutes to be as follows:- General Meetings – The Secretary must post draft minutes on the Elmer Sands Ltd website. Those draft minutes must be approved, or amended and approved, at the next General Meeting. Council Meetings – The Secretary must send the draft minutes to all Council members. Those minutes must be approved, or amended and approved, at the next Council Meeting.
 - a) Any advice given by the Company Secretary at a Council Meeting must be recorded in the Minutes.
 - b) As stated in Article 51, minutes of Council meetings must record all business transacted. Only information which by its nature is obviously personal and confidential to an individual or individuals must be kept confidential and not recorded in the minutes.
- 52 A resolution in writing or by exchange of e-mails signed by all the members for the time being of the Council or of any sub-committee of the Council shall be as valid and effectual as if it had been passed at a Meeting of the Council or of such sub-committee.

ACCOUNTS

53 The Council shall cause proper books of account to be kept with respect to:-

- a. The assets and liabilities of Elmer Sands Ltd..
- b. The income and expenditure of Elmer Sands Ltd.
- c. All sales and purchases of goods and services by Elmer Sands Ltd..

54 The books of account shall be kept at the Office, or at such other place or places as the Council may think fit, and shall be open to the inspection of the members of the Council.

55 Elmer Sands Ltd. in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner in which members of Elmer Sands Limited may inspect the accounts and books of Elmer Sands Ltd. during business hours.

56 At least once a year the Council shall lay before Elmer Sands Ltd. in General Meeting an income and expenditure account for the period since the last preceding account, a balance sheet and a Council report. Copies of such account, balance sheet and reports shall be sent to every member of Elmer Sands Ltd.

NOTICES

57 A notice may be served by Elmer Sands Ltd. upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his address shown in the register of members. If a member agrees or requests in writing a notice may be sent by e-mail.

58 Any member of Elmer Sands Ltd whose address (as shown in the register of members) is not within the United Kingdom, may give Elmer Sands Ltd. an address within the United Kingdom at which notices may be served upon him and he shall be entitled to have notices served upon him at that address. Any member whose address (as shown in the register of members) is outside the United Kingdom and who has not supplied the Secretary with an alternative address within the United Kingdom is not entitled to receive any notice from Elmer Sands Ltd unless he has requested notice by e-mail.

59 Any notice, if sent by first class post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and a record of posting obtained. Any notice sent by e-mail shall be deemed to have been served on receipt of an acknowledgment.

WINDING UP

- 60 Subject to the Insolvency Act 1986 Elmer Sands Ltd. must be wound up voluntarily if a Special Resolution is passed requiring Elmer Sands Ltd. to be so wound up.
- 61 If Elmer Sands Ltd. is wound up the assets remaining after payment of the debts and liabilities of Elmer Sands Ltd., and the costs of liquidation, shall be divided equally among those persons who were members of Elmer Sands Ltd. at the commencement of the winding up. The members of Elmer Sands Ltd. may however by Special Resolution donate such sum or sums as they think fit to some other institution or institutions having charitable objects or objects similar to those of Elmer Sands Ltd.