

THE COMPANIES ACT 2006
PRIVATE COMPANY NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
WESTLEA RISE (SWINDON) MANAGEMENT COMPANY LIMITED

Each subscriber to this memorandum of association wishes to form a Company under the Companies Act 2006 and agrees to become a member of the Company.

Subscriber : Bellway Homes Limited

Dated:- 16th June 2016

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

WESTLEA RISE (SWINDON) MANAGEMENT COMPANY LIMITED

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 ("the Act") shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 3, 9(2), 14, 17(1), 19(3)(b), 19(5), 22(1), 22(2), 30(4), 37 and 38(1)(b) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. DEFINED TERMS

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:-

"Additional Land" means any land adjoining or neighbouring the Site which the Developer proposes to develop now or at any time in the future;

"Additional Unit" means a unit comprising part of the Additional Land that the Developer intends to dispose of for a use falling within classes A1, A2, A3, A4, A5, B1(a), C1, C2, C3, D1 and D2 of the Town and Country Planning (Use Classes) Order 1987 as amended from time to time;

"Appointor" has the meaning given in Article 10.1;

"Developer" means Bellway Homes Limited (company registration number 00670176) and any person nominated from time to time to succeed it as a member pursuant to Article 11.2(b);

"Managed Property" means all the Site excluding the Units;

"Residential Unit" means a unit comprising part of the Site that the Developer has disposed of (or intends to dispose of) for a use falling within Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended);

"Secretary" means the secretary of the Company, if any, appointed in accordance with Article 9.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"Site" has the meaning ascribed to it in clause 3.1;

"Units" means any Residential Unit;

"Unitholder" means the person or persons to whom a lease of a Unit has been granted or assigned or the person or persons (other than the Company) who holds the freehold of a Unit and so that whenever two or more persons are for the time being Unitholders of a Unit they shall for all purposes of these Articles be deemed to constitute one Unitholder; and

"Working Day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

3. OBJECTS

3.1 The Company's objects are:-

- (a) to acquire, hold, manage and administer the property known as land at Westlea Rise, Swindon including without limitation to the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (hereinafter called "the Site") either on its own account or as trustee, nominee or agent of any other company or person;
- (b) to acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (c) to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part of it;
- (d) to provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- (e) to insure the Managed Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against;
- (f) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined by the directors having fully considered their general duties owed to the Company under Part X of the Act; and
- (g) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects.

4. DIRECTORS' GENERAL AUTHORITY

4.1 The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to

exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3.1.

5. PROCEEDINGS OF DIRECTORS

- 5.1 Unless otherwise determined by members by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 5.2 Subject to Article 5.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 5.3 If the directors propose to exercise their power under section 175(4)(b) of the Act to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 5.4 Subject to the provisions of the Act, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:-
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

6. UNANIMOUS DECISIONS

- 6.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

7. APPOINTMENT OF DIRECTORS

- 7.1 Save for persons who are deemed to have been appointed as directors of the Company by the Developer, no person who is not a member of the Company is eligible to hold office as a director.
- 7.2 Any member of the Company who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) at a general meeting by ordinary resolution provided that the member's appointment has been recommended by the directors, or
 - (b) by a decision of the directors to fill a vacancy or to appoint an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 5.1 above as the maximum number of directors and for the time being in force.

8. TERMINATION OF DIRECTOR'S APPOINTMENT

- 8.1 In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as:-

- (a) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office;
- (b) he ceases to be a member; or
- (c) the Developer who appointed him ceases to be a member in accordance with article 11(2)(a).

9. SECRETARY

9.1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit and any secretary so appointed by the directors may be removed by them.

10. ALTERNATE DIRECTORS

- 10.1 (a) Any director (the "Appointor") may appoint as an alternate any other director of the Company, or any other member approved by a decision of the directors, to:-
- (i) exercise that director's powers; and
 - (ii) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the Appointor.
- (b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors. The notice must:-
- (i) identify the proposed alternate; and
 - (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his Appointor.
- (c) An alternate director may represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 10.2 (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8.
- (b) Except as these Articles specify otherwise, alternate directors:-
- (i) are deemed for all purposes to be directors;
 - (ii) are liable for their own acts or omissions;
 - (iii) are subject to the same restrictions as their Appointors; and
 - (iv) are not deemed to be agents of or for their Appointors.
- (c) A person who is an alternate director but not a director:-
- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
 - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's Appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one director for such purposes.

- (d) Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration payable to that alternate's Appointor as the Appointor may direct by notice in writing made to the Company.

10.3 An alternate director's appointment as an alternate terminates:-

- (a) when his Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's office as director;
- (c) on the death of his Appointor;
- (d) when his Appointor's appointment as a director terminates; or
- (e) when he ceases to be a member.

11. MEMBERS

11.1 The total number of members of the Company (excluding the Developer) shall not exceed the total number of Units.

11.2 The Developer shall:

- (a) be a member of the Company until such time as:
 - (i) all of the Units are sold; or
 - (ii) before all of the Units are sold, the Developer disposes of the Site and any unsold Units to a third party and the Developer nominates the third party in accordance with Article 11.2(b) to be his successor as a member of the Company.
- (b) have full authority to nominate any person to succeed him as a member of the Company and any person so nominated shall:
 - (i) be treated for the purpose of these Articles as if he had been the Developer; and
 - (ii) have the same power to nominate a person to succeed him and any person so nominated shall also be treated for the purpose of these Articles as if he had been the Developer.

11.3 Each Unitholder:

- (a) shall be entitled to apply for and be admitted as a member of the Company and where a Unitholder comprises two or more persons, the Unitholder shall constitute and be admitted as one member;
- (b) shall submit an application to become a member of the Company to the directors, such application to be accompanied by:
 - (i) evidence that the Unitholder has been registered at the Land Registry as the freehold or leasehold proprietor of the Unit; and

- (ii) a letter addressed to the directors signed by the Unitholder confirming that he understands his obligations as a member of the Company under the Articles and consents to become a member.
 - (c) may only have his membership of the Company terminated if he transfers the whole of his proprietary interest in his Unit and his transferee is admitted as a member of the Company pursuant to an application made under Article 11.3(b).
- 11.4 All persons constituting a member of the Company shall have their names entered in the register of members but only the person whose name first appears in the register shall exercise the voting powers vested in such member.
- 11.5 If a Unitholder dies or an order of bankruptcy or liquidation is made against the Unitholder whilst he is a member of the Company, the Unitholder's legal personal representative(s) or trustee in bankruptcy or liquidator shall, once he has been registered at the Land Registry as proprietor of the Unitholder's Unit and has produced evidence to the satisfaction of the directors that this is the case, be entitled to be admitted as a member of the Company in place of the Unitholder.
- 11.6 No persons except for the Developer and any Unitholder shall be members of the Company.

12. WRITTEN RESOLUTIONS OF MEMBERS

- 12.1 (a) Subject to Article 12.1(b), a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-
- (i) a resolution under section 168 of the Act for the removal of a director before the expiration of his period of office; and
 - (ii) a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 12.2 (a) Subject to Article 12.2(b), on a written resolution, a member has one vote in respect of each Unit owned by him.
- (b) No member may vote on a written resolution unless all moneys currently due and payable by (i) that member to the Company or (ii) any Unitholder from whom that member acquired his Unit, have been paid in full.
- (c) If no Unitholder exists in respect of any Unit, the Developer or a third party who became a member having been nominated under Article 11.2(b) above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have on a written resolution, three votes in respect of every Unit in addition to their own vote or votes as members PROVIDED ALWAYS that the Developer shall have such number of extra votes more than the aggregate number of votes held by all the other Unitholders so as to give it a 75% majority on any written resolution.

13. NOTICE OF GENERAL MEETINGS

- 13.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-
- (i) section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and

- (ii) section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

14. QUORUM AT GENERAL MEETINGS

- 14.1 (a) If and for so long as the Company has only one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- (b) If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- (c) Model Article 27(1) is modified by the addition of a second sentence as follows:-

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

15. VOTING AT GENERAL MEETINGS

- 15.1 Each member of the Company shall be entitled to attend every general meeting of the Company.
- 15.2 A resolution put to the vote at a general meeting shall be decided on a show of hands unless, before or on declaration of the result, a poll is demanded by the Developer or a Unitholder. Model Articles 30(1) and 30(2) shall be modified accordingly.
- 15.3 On a vote on a resolution at a general meeting on a show of hands:-
 - (a) each member who, being an individual, is present in person has one vote;
 - (b) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
 - (c) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Act, one vote.
- 15.5 On a vote on a resolution at a general meeting on a poll:-
 - (a) each member (whether present in person or by proxy or being a corporation present by a duly authorised representative) has one vote for each Unit of which he is a Unitholder; and
 - (b) if no Unitholder exists in respect of any Unit, the Developer or a third party who became a member having been nominated under Article 11.2(b) above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have three votes in respect of every Unit which the Developer intends to, but has not yet, disposed of PROVIDED ALWAYS that the Developer shall have such number of extra votes more than the aggregate number of votes held by all the other Unitholders so as to give it a 75% majority on any resolution.
- 15.6 No member may vote at any general meeting either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of any of the Units owned by

that member unless all moneys currently due and payable by that member to the Company have been paid in full.

- 15.7 A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.
- 15.8 Polls must be taken at the general meeting at which they are demanded pursuant to Article 15.3 and in such manner as the chairman directs.

16. DELIVERY OF PROXY NOTICES

- 16.1 Model Article 31(1) is modified, such that a "proxy notice" (as defined in Model Article 31(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

17 ADDITIONAL LAND AND ADDITIONAL UNITS

- 17.1 To the extent that any provision within Articles 13, 14, 15 and 16 are inconsistent with any provision in this Article 17, the relevant provision in this Article 17 shall prevail.
- 17.2 The Company may by special resolution at a general meeting (hereafter called an "enlargement resolution") amend Article 3.1(a) so as to include Additional Land within the meaning of "the Site".
- 17.3 An enlargement resolution may only be proposed by the Developer. If the Developer wishes to propose an enlargement resolution, it shall give notice to that effect to the directors of the Company. The notice to the directors of the Company shall identify by reference to a plan:
 - (a) the Additional Land;
 - (b) the anticipated number of Additional Units that the Developer proposes to construct on the Additional Land; and
 - (c) the anticipated position of each such Additional Unit.
- 17.4 On receipt of such notice from the Developer, the directors of the Company shall forthwith call a general meeting at which the enlargement resolution shall be considered. The directors of the Company shall give notice of the general meeting to all the members and to every legal personal representative or trustee in bankruptcy or liquidator of a member where the member, but for the member's death or bankruptcy or liquidation, would be entitled to receive notice of the meeting.
- 17.5 Only the attendance of the Developer (being an individual present in person or by proxy or, being a corporation present by duly authorised representative) at the general meeting shall be necessary to make the meeting quorate.
- 17.6 Every member of the Company (being an individual present in person or by proxy or, being a corporation present by duly authorised representative) shall be entitled to attend and speak on an enlargement resolution but no member, except for the Developer, shall be entitled to vote on an enlargement resolution.
- 17.7 After considering any statements made by any person entitled to attend and speak at the meeting, the Developer may vote to pass the enlargement resolution, reject the enlargement resolution, or adjourn the enlargement resolution to a date to be fixed by the directors of the Company. If the Developer votes for the enlargement resolution, it shall take effect for all purposes as a valid and binding special resolution.
- 17.8 On the passing of an enlargement resolution:
 - (a) the Additional Land shall become part of the Site;

(b) each Additional Unit which on practical completion of its construction falls within the meaning of a Residential Unit shall become a Residential Unit and, following its disposal by the Developer, its Unitholder shall become a member of the Company and have the same rights, privileges, obligations and liabilities as every other member of the Company who is a Unitholder of a Residential Unit.

17.9 On all matters in relation to or otherwise in connection with an enlargement resolution, the Developer shall be entitled to act in its own interests and without regard to the interests of any other member of the Company.

18. DEVELOPER'S PROTECTION FROM LIABILITY

18.1 If the Developer (or any person nominated to succeed it as a member pursuant to Article 11.2(b)) has a legal estate within the meaning of section 205(1)(x) of the Law of Property Act 1925 in, on or under land that comprises the whole or any part of the Site (and any Additional Land), and because of any act or omission on the part of one or more Unitholders, a third party pursues a claim against the Developer in its capacity as owner of that legal estate, the said Unitholders shall indemnify and keep the Developer fully indemnified against such claim including, but not limited to:

(a) any damages or costs ordered to be paid to the third party by a court or other tribunal seized of the claim;

(b) any monies paid to the third party to dispose of the claim by way of settlement; and

(c) any costs incurred in defending or otherwise responding to the claim.

18.2 If the Developer has a legal estate within the meaning of section 205(1)(x) of the Law of Property Act 1925 in, on or under land that comprises the whole or any part of the Site (and any Additional Land), and because of any act or omission on the part of one or more Unitholders, the Developer suffers loss or damage to its legal estate, the said Unitholders shall be liable to the Developer for such loss or damage.

18.3 This Article 18 shall continue to apply after the Developer has ceased to be a member of the Company.

19. COMMUNICATIONS

19.1 Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.

19.2 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

19.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.

(b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

(c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

- (d) For the purposes of this Article 19.3, no account shall be taken of any part of a day that is not a Working Day.

20. COMPANY SEALS

- 20.1 Model Article 35(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 20.2 Model Article 35(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:-
- (a) one authorised person in the presence of a witness who attests the signature; or
 - (b) two authorised persons."

21. PROTECTION FROM LIABILITY

- 21.1 For the purposes of this article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated Company" shall bear the meaning referred to in section 256 of the Act subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply.
- 21.2 The directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability.
- 21.3 Every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.

22. RULES

- 22.1 (a) The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership. In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating:-
- (i) The admission and classification of members of the Company, 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 by members;
 - (ii) the conduct of members of the Company in relation to one another, and to the Company's officers, employees and agents;
 - (iii) the setting aside of the whole or any part or parts of the Managed Property at any particular time or times or for any particular purpose or purposes;
 - (iv) the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedure is not governed by these Articles); and
 - (v) any and all other matters as are commonly the subject matter of company rules or rules or regulations appropriate to the Company.
- (b) The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article.

- (c) Any rules made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force.
- (d) The Company in general meeting may alter, repeal or make additions to any rules made by the directors in accordance with this Article.

22.2 Nothing in this Article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Act applies.