

## APPLYING FOR NPEL COMPANY MEMBERSHIP

***The following is an extract from the "Articles of Association" (as varied by special resolution on 22 June 2021)***

### **(8) to (14) LIABILITY OF MEMBERS**

8. The liability of the members is limited.
9. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £5) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

### **MEMBERS**

10. Only those persons as are admitted to membership in accordance with the articles shall be members of the Company. No person shall be admitted as a member of the Company unless either he is:

- a) Either a freeholder, leaseholder or a commercial property holder and the payment of any Park Rate associated with the property in question are not in arrears; or
- b) A person who has, in the opinion of the directors, a capital interest in a real property in the Park and who whilst not liable to the Company for the payment of the Park Rate contributes indirectly towards the payment thereof.

Provided that the directors shall not be required to admit more than one person to membership of the Company (treating joint member as one) in respect of any property (whether freehold or leasehold) which in their reasonable opinion, constitutes a single property.

The directors may require any applicant for membership to deduce such evidence as the directors shall reasonably consider appropriate to establish his qualification to be considered for membership and in the absence of such satisfactory evidence the directors may in their absolute discretion withhold their approval for membership.

Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him.

11. A member may be at any time withdrawn from the Company by giving at least seven clear days notice to the Company. Membership shall not be transferable and shall cease in the event of;

- a) *The death of the member or if the member is a company, its liquidation; or*
- b) *The disposal by the member of the interest which he held in property in the Park and which qualified him for membership in accordance with Regulation 10; or*
- c) *His name being removed from the list of members as provided in Regulation 12.*

12. A member shall be liable to have his name removed from the list of members by resolution of the directors if in the reasonable opinion of the directors he no longer has a sufficient interest in property in the Park that he qualifies for membership in accordance with regulation 10 and in the case of such removal his membership of the Company shall cease.

13. Any member who is either removed (pursuant to regulation 12) or resign from the membership of the Company can not subsequently become a member of the Company unless he qualifies for membership within the terms of Regulation 10 and provides six months prior notice in writing to the directors of his desire to become a member.

14. Any member who has neglected or failed to pay any part of the Park Rate payable by him (whether jointly with another or not) for three months after he has become due shall be automatically suspended as a member of the Company and this suspension shall remain in force for so long as any Park Rate payable by him remains unpaid.

During any period of suspension the member in question will forfeit all rights or benefits attached to or associated with his membership and shall not be entitled to receive notice of, attend or vote at any meeting of the Company.

Following the payment of all due Park Rates by such a member and if he is so requested in writing, the member's membership shall be re-activated and he shall again become entitled to all the rights and benefits arising by reason of being a member of the Company including his entitlement to receive notice of attend and vote at meetings where notice of any such meetings is to be circulated after the member's membership is re-activated.

If notice of a meeting was circulated whilst a member was suspended but the meeting is held after the membership is re-activated, the member shall not be entitled to attend and vote at such meeting. Upon resumption of his membership any member who has been suspended shall have no right or claim respect of any loss of rights or entitlements which arose as a result of his suspension.

## ***Membership Application***

Print Name

First Line of Address

Email

Contact Number

By providing your email you are consenting to receive Notices electronically.

My Account is fully paid and up to date and I have read and agree with sections (8) to (14) of the "Articles of Association"

Signature

Date

**It is a statutory requirement that NPEL keeps and maintains a public register containing the details of its members. Such register must also be available for inspection upon request (subject to certain exceptions). The ['compulsory'] information provided by you on this form will be placed on our public register of members.**

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First Line of Address

Email

Contact Number

By providing your email you are consenting to receive Notices electronically.

My Account is fully paid and up to date and I have read and agree with sections (8) to (14) of the "Articles of Association"

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Please email the form to [enquiries@nottinghamparkestate.co.uk](mailto:enquiries@nottinghamparkestate.co.uk)