

Manor Farm (Seer Green) Management Company Limited

Registered in England No. 1249156

Registered Office:

1 Barrards Way - Seer Green Beaconsfield - Buckinghamshire HP9 2YZ
Phone 01494-681172 - MFCo@SeerGreen.org.uk - www.SeerGreen.org.uk

2014

Dear Madam or Sir,

This is your cover letter for our electronic property transfer service. You can obtain all relevant documents by saving and/or printing this and any of the following 11 documents.

- . Transfer Procedures (Document 1 of 11)
- . Deed Signing Sheet (Document 2 of 11)
- . Deed of Covenant (Document 3 of 11)
- . Rules relating to Greens & Paths (Document 4 of 11)
- . Memorandum of Association (Document 5 of 11)
- . Articles of Association (Document 6 of 11)
- . Accounts for the past three years (Documents 7 to 9 of 11)
 - 2013/2014
 - 2012/2013
 - 2011/2012
- . Indemnity Form for lost Share Certificate(s) (Document 10 of 11)
- . Share transfer form (Document 11 of 11)

Once you have emailed us with the name and property details of the vendor we will:

- . let you know whether there are any arrears of Annual Service Charges (£100 less £15 special one-off discount less £25 prompt payment discount where applicable for the current financial year which ends on 31 March)
- . send an invoice by email for **£100** to cover the Supplemental Service Charge relating to property transfer; please ensure that the current shareholder(s) settle(s) the amount in due course.

It is expected that Annual Service and Supplementary Service Charges will remain at their current levels for the foreseeable future as no unusual or large expenditure is anticipated at present. Any apportionment of the Company's charges is strictly a matter between vendor and purchaser.

Please do get in touch with us if you have any further questions.

Yours faithfully

Peter Van Duzer

Director & Company Secretary

Manor Farm (Seer Green) Management Company Limited

Registered in England No. 1249156

Registered Office:

1 Barrards Way · Seer Green Beaconsfield · Buckinghamshire HP9 2YZ
Phone 01494-681172 · MFCo@SeerGreen.org.uk · www.SeerGreen.org.uk

PROCEDURES FOR THE TRANSFER OF PROPERTIES ON THE ESTATE

THE COMPANY RESERVES THE RIGHT TO RAISE FURTHER CHARGES TO COVER ITS ADDITIONAL COSTS IF THESE INSTRUCTIONS ARE NOT FOLLOWED

PROCEDURES FOR THE TRANSFER OF PROPERTIES ON THE ESTATE

In order to register the transfer of a property on the Estate the purchasers will require a letter of *Consent to Transfer* from the Company.

Before the Company can provide this consent it will require -

Signature of the Deed Signing Sheet to enter into the Deed of Covenant of 16 July 1976

The purchaser(s) must have signed and returned the Deed Signing Sheet annexed to the Deed of Covenant dated 16th July 1976 The Deed's text and the Deed Signing Sheet are available on the website. The Deed Signing Sheet should be signed and witnessed in accordance with standard practice, then returned to the Company's Registered Office without delay.

Signed Stock Transfer Form for shares in the Company and share certificate(s) (or if the share certificate(s) cannot be found an indemnity for lost share certificate(s))

Each freeholder owns four shares in the Company, which are to be transferred on completion. The signed & dated Stock Transfer Form (an example of which is available on the website) and share certificate(s) should be submitted to the Company's Registered Office so that a fresh certificate may be issued. If the vendor was occupying the property prior to 1989, there are probably two share certificates in existence, one for one share, and the other for three.

An indemnity form, obtainable from our website will be required if the share certificates cannot be found.

Payment of any outstanding charges and the Company's transfer fee

Any arrears of the Company's charges must have been paid. The Company also issues an invoice for our Supplementary Service Charge of £100 to cover its costs in relation to transfers. Please note that this charge is payable by the current freeholder. Any apportionment of the Company's charges is strictly a matter between seller and purchaser.

The Company will confirm whether there are any arrears of Annual Service Charges and send an invoice for the Supplementary Service Charge of £100 by e-mail.

Consent to Transfer and the new share certificate will be sent by mail after all appropriate steps have been taken. The Company reserves the right to raise an additional transfer charge if the transfer process with the Company becomes unusually lengthy.

Details of the annual charge and memorandum and articles of the Company are available on the website.

Manor Farm (Seer Green) Management Company Limited

Registered in England No. 1249156

Registered Office:

1 Barrards Way · Seer Green Beaconsfield · Buckinghamshire HP9 2YZ
Phone 01494-681172 · MFCo@SeerGreen.org.uk · www.SeerGreen.org.uk

SCHEDULE 2 TO THE DEED OF COVENANT DATED 16 JULY 1976

FURTHER SALES

THE PROPERTY :

(No. and street name)

Seer Green, Bucks. HP9 2____ (please complete)

	Name 1	Other name(s)
Full Name(s) (in capitals)		
Signature(s)		
Date of Execution		
Signature of Witness		
Name, Address and Occupation of Witness		

DEED OF COVENANT 16 July 1976

This Deed of Covenant is made the Sixteenth day of July one thousand nine hundred and seventy-six between **Geoffrey Perfect Holdings Limited** whose registered office is at Penn in the County of Buckingham (hereinafter called "**PERFECTS**") of the first part
MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED whose registered office is at Penn in the County of Buckingham (hereinafter called "**the Company**") of the second part
And the several persons from time to time specified in the Second Schedule hereto (hereinafter called "**the Purchasers**") of the third part.

WHEREAS :-

- (1) Throughout this deed the expression "the Estate" shall mean the land with the buildings from time to time erected thereon shown enclosed within the red edging on the plan annexed hereto but excluding the Southern Electricity Board's sub-station site at the rear of plots 27 and 28 on the approved layout plan and the expression "the communal areas" shall (but subject to the provisions of clause 5 hereof) mean the roads and footpaths shown on the said plan and the areas shown coloured blue yellow green mauve and pink on the said plan but excluding those roads and footpaths intended to be adopted by the Buckinghamshire County Council
- (2) PERFECTS intend to sell the dwelling houses and garages on the Estate on condition that the respective Purchasers thereof shall each become parties to these presents and enter into and be bound by the Purchasers' covenants herein contained.
- (3) It is intended that the Company shall apply the contributions to be paid to it by the Purchasers under the provisions hereinafter contained in the upkeep and maintenance of the Communal Areas for the benefit of all the Purchasers and their successors in title on the Estate.

NOW THIS DEED WITNESSETH as follows :-

- (1) Each of the Purchasers hereby covenants with PERFECTS and with the Company and with every other Purchaser and his successors in title to the intent that this covenant shall bind the property set opposite each respective Purchaser's name in the Second Schedule hereto (such respective properties being each hereinafter referred to as "the Property") and shall (subject to the further provisions herein contained) ensure for the benefit of the remainder of the Estate and every part thereof that he and his successors in title will :-
 - i) contribute on the thirty-first day of March (31st March) in each year such equitable proportion as shall be assessed and fixed from time to time by the Company whose decision in this respect shall (subject to the provisions of clause 2 hereof) be final and binding on all parties hereto of all costs and expenses at any time and from time to time hereafter incurred or to be incurred by the Company in carrying out the provisions of clause 3 hereof
 - ii) on every transfer of his property (or any part thereof) require the Transferee to subscribe to and execute these presents PROVIDED THAT in this sub-paragraph and throughout the remainder of these presents the expression "the transfer" shall where the context permits include as well as a transfer of the freehold interest the grant or assignment of a lease of the property or any part thereof for a term exceeding Seven years but shall not include a mortgage or legal charge
 - iii) upon each and every other occasion upon which a disposition (the word "disposition" whenever used in this deed to include an Assent) of the freehold interest or a leasehold term exceeding seven years in the property (or any part thereof) other than a mortgage or legal charge shall be executed or made in favour of another person ensure that such disposition shall require such other person to subscribe to and execute these presents
 - iv) observe and perform at all times all rules and regulations made by the Company relating to the use of the Communal Areas
 - v) ensure that every transfer of the freehold interest in the property and every leasehold disposition (other than a mortgage or legal charge) of the property requiring to be registered at HM Land Registry and every other disposition of the property requiring to be so registered shall contain a restriction in the following terms :-

"Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered without the written consent of Manor Farm (Seer Green) Management Company Limited of Penn Buckinghamshire having first been obtained PROVIDED THAT this restriction shall not apply to the creation of any mortgage or legal charge by any such proprietor or by any person entitled with such consent to become registered as proprietor AND PROVIDED FURTHER THAT in this restriction "proprietor" shall include a personal representative, trustee in bankruptcy or other persons entitled to make a disposition without himself first being registered and "disposition" shall include an Assent"
 - vi) at all times hereafter to observe and perform the stipulations and restrictions set forth in the First Schedule hereto
 - vii) at all times comply with the conditions and restrictions contained in the deed of undertaking dated the twenty-first day of June One thousand nine hundred and seventy-three made between PERFECTS (by their then name of Frank Perfect & Sons Limited) of the one part and the Rural District Council of Amersham of the other part as varied by a Supplemental Deed of Undertaking dated the Sixth day of April One thousand nine hundred and seventy-six made between PERFECTS of the one part and the Chiltern District Council of the other part and by any further variation made with the consent of the last mentioned Council at any time within seven years from the date hereof so far as such covenants and conditions relate to and affect the Property PROVIDED THAT as regards any covenants or restrictions of a negative or restrictive nature herein contained PERFECTS shall be entitled at any time and from time to time to vary modify or release the same upon such terms and conditions as PERFECTS shall think fit and the creation of a building scheme in respect of the Estate or any part thereof is hereby expressly negated

- (2) IF at any time not less than Twenty property-owners upon the Estate make a representation in writing to the Company that any decision of the Company as to the equitable proportion payable by any property-owner on the Estate under the provisions herein before contained is inequitable then the Company shall apply to the president for the time being of the Royal Institution of Chartered Surveyors to nominate a Surveyor to investigate the complaint and the Surveyor so appointed shall act as an expert and decide the matter and his decision shall be final and binding upon all property-owners on the estate and the fees of such Surveyor shall be paid as a management expense of the Company PROVIDED THAT the provisions of this clause shall not apply to contributions or proportions actually paid or entitle any person to require any amount paid prior to the date of making of such representation to be reviewed.
- (3) THE COMPANY hereby covenants with each Purchasers and also with PERFECTS that the Company will subject in all respects to the provisions hereinafter contained and to the performance by the Purchasers and each of them of the obligations on their part in these presents contained :-
 - a) maintain in good repair and condition the roads and footpaths included in the Communal Areas
 - b) maintain in good repair the surface of those areas forming part of the Communal Areas provided upon the Estate for the parking of motor vehicles by residents upon the Estate generally including the parking areas provided for shoppers
 - c) cut and maintain the lawns and landscaped areas comprised in the Communal Areas
 - d) maintain in good condition any remaining parts of the Communal Areas

PROVIDED THAT the Company shall (subject to clause 2 above) have a complete unfettered discretion as to how it will allot and apportion the contributions and payments which it receives between the different areas of the Estate and between the different properties on the Estate and the different kinds of work requiring to be done AND PROVIDED FURTHER THAT the Company shall be entitled to charge and retain out of the contributions and payments it receives reasonable remuneration for work performed by the Company as well as its employees servants and contractors pursuant to its covenants herein contained PROVIDED FURTHER that the Company's liability under its covenants herein contained shall be limited to and not exceed the amount of the contributions and payments actually received from Purchasers by the Company.

- (4) THE COMPANY hereby further covenants with each of the Purchasers and also with PERFECTS that the Company will issue its written consent free of any charge to the Purchasers or any intending transferee or other disponee to the registration of an intending transferee or other disponee of a property on the Estate or of a person in whose favour such leasehold disposition as it mentioned in sub-paragraph (v) of clause 1 hereof shall have been made of a property on the Estate within seven days after such transferee or person shall have executed these presents AND for the avoidance of doubt it is hereby expressly agreed that the words "transferee" and "person" in this clause shall include a transferee from a mortgagee exercising the mortgagee's power of sale and a person to whom a mortgagee shall have been granted a lease under the mortgagee's statutory or express leasing powers
- (5) THE COMMUNAL AREAS as herein before defined are in accordance with the existing requirements of the Planning Authorities but it is hereby agreed and declared by and between the parties hereto that PERFECTS shall be entitled at any time within seven years from the date hereof (subject in all respects to the requirements of planning law) to vary remove land from or add land to the Communal Areas and alter the nature layout and user of the Communal Areas or any part thereof whether as now constituted or as so amended and in the event of any such amendment being made the provisions of these presents shall apply to the Communal Areas as so amended from time to time.
IN WITNESS whereof PERFECTS and the company have hereunto caused their respective Common Seals to be hereunto affixed the day and year first above written and the Purchasers have hereunto set their respective hands and seals upon the dates respectively indicated in the Second Schedule hereto

THE FIRST SCHEDULE above referred to

- (1) Not to use the Property otherwise than as a single private residence and private garage used therewith.
- (2) Not to keep upon the Property any poultry or livestock or any animals other than usual domestic dogs or cats PROVIDED that no breeding of dogs or cats shall take place upon the Property.
- (3) Not to erect place or suffer to be erected or placed upon the property any hut shed caravan or other temporary structure (save a garden shed and/or greenhouse of a type and size approved in writing by the Company) on the Property nor to affix or set up any external television aerial on the Property.
- (4) Not to carry on any trade or business upon the Property or any part thereof provided that nothing contained in this stipulation or in Stipulation 1 of this schedule shall prevent a doctor dentist solicitor or architect from carrying on in and from the property his profession to the extent permitted by and in all respects in accordance with the requirements of the Planning Authorities.
- (5) Not to make any additions or structural alterations to any dwelling house or garage now or hereafter upon the property without first obtaining the written approval of the Company which approval shall not be unreasonably withheld.

Manor Farm (Seer Green) Management Company Limited

Registered in England No. 1249156

Registered Office:

1 Barrards Way · Seer Green Beaconsfield · Buckinghamshire HP9 2YZ
Phone 01494-681172 · MFCo@SeerGreen.org.uk · www.SeerGreen.org.uk

**30 April 1994
and 21 June 2001**

Dear Shareholder(s),

Rules relating to Greens and Paths

At the recent AGM shareholders discussed at some length the question of the rules governing the use of the greens and paths. It was the Meeting's general view that the rules previously made are not being observed and that some parents, both on the estate and outside, continue to fail to supervise their children and dogs adequately, with the consequent nuisance to residents.

The Meeting resolved that ball games, cycling and dogs be no longer permitted on any area owned by the Company. This ruling applies to both greens and paths, and with the issue of this letter to shareholders has immediate effect.

Your co-operation would be appreciated.

For and on behalf of the Board of Directors.

Yours sincerely,

C M White

Company Secretary

Addendum 21 June 2001

Parents often fail to supervise their children playing on the estate. As a result noticeable damage to Company land and private property has been occurring. Shareholders attending the AGM on **21 June 2001** therefore voted unanimously that the rules dated 30 April 1994 are to be observed and that no ball games whatsoever are allowed with the exception of sponge balls used by small children.

Shareholders are reminded to adhere to this rule and that they are responsible for their tenants. Parents are legally responsible for their children. In line with the Deed, all Shareholders have the right to enforce this rule.

Yours faithfully,

Ronald Anlauf

Company Secretary

**THE COMPANIES ACTS 1948 TO 1967
COMPANY LIMITED BY SHARES**

**MEMORANDUM AND ARTICLES OF ASSOCIATION OF MANOR
FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED**

Incorporated on 16 March 1976 and amended by Special Resolutions passed on
16 March 1976, 28 November 1978, 28 April 1980 and, 9 December 1992

**MEMORANDUM OF ASSOCIATION OF
MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED**

Company No. 1249156

1. The name of the Company is "*Manor Farm (Seer Green) Management Company Limited.*"
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-
 - a)
 - i) To manage, maintain, repair, supervise and look after the communal areas which are at present or shall within seven years from the date hereof be laid out on the building estate known as Manor Farm Neighbourhood Project at Seer Green in the County of Buckingham (such communal areas meaning open spaces, parking areas, amenity land, footpaths and roadways (other than footpaths and roadways intended to be adopted by the Buckinghamshire County Council) and all other areas, facilities and services on the Manor Farm Neighbourhood Project, Seer Green available for the use and enjoyment of the residents generally on the Manor Farm Neighbourhood Project) and to enter into such Contracts and obligations and to employ and engage such servants, workmen and contractors as shall be necessary for such purposes and to carry out improvements to such communal areas and facilities or any of them.
 - ii) To levy upon and collect from the owners and occupiers for the time being of the properties on Manor Farm Neighbourhood Project, Seer Green, contributions and payments to meet the expenses incurred by the Company in managing, maintaining, supervising and looking after the said communal areas and other areas facilities and services and in exercising the powers conferred upon the Company by the last preceding sub-paragraph or by any of the other objects clauses herein contained including (but without prejudice to the generality of the foregoing) the power to set up a fund or funds to provide for anticipated future expenses and to levy and collect contributions and payments to the same.
 - iii) To enter into any agreements, deeds, undertakings or arrangements with any Local Authority, Planning Authority, Government Department, Ministry, corporations, companies or individuals which appear necessary to or desirable for or likely to be assist or facilitate the Company's objects or any of them.
 - iv) To carry on all or any of the businesses of builders and building contractors, civil engineers, contractors for the construction, maintenance, repair, decoration, alteration and demolition of buildings of all kinds, builders' merchants, proprietors, hirers, letters on hire, manufacturers, repairers, merchants and factors of, agents for and dealers in builders and general contractors' plant, machinery, implements, equipment and appliances of all kinds, merchants of and dealers in stone, sand, gravel, bricks, tiles, slates, lime, cement, plastic and plastic substances and general building materials, requisites and goods of every description, plumbers, painters and decorators, timber merchants and sawmill proprietors, importers of and dealers in joinery, hard and soft woods, veneers, mouldings and building woodwork of all kinds, carpenters, joiners, turners, coopers and packing case makers, cabinet makers, shop and office fitters, French polishers, electrical, gas, hot water, heating, mechanical motor and general engineers, hardware merchants and general ironmongers, garage and petrol filling station proprietors, motor dealers, agents and distributors, cafe and restaurant proprietors, caterers, confectioners, tobacconists and newsagents, travel agents, haulage contractors, undertakers, insurance agents, property owners, repairers and jobbers, auctioneers, valuers, architects, surveyors, house, land and estate agents; to manufacture, buy, sell and deal in all plant, machinery, tools, implements, apparatus, articles and things of all kinds capable of being used in the foregoing businesses or any of them or which may be conveniently dealt with or are necessary with such businesses or are likely to be required by any of the customers of or persons having dealings with the Company.
 - b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
 - c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property.

- d)** To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- e)** To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.
- f)** To improve, manage, construct, repair, 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 the Company, both real and personal.
- g)** To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold, sell or otherwise deal with any investments made.
- h)** To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.
- i)** To borrow and raise money in such manner as the Company shall think fit 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 the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- j)** To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- k)** To apply for, promote and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- l)** To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- m)** To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.
- n)** To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- o)** To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- p)** To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

- q) 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 the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any Company which is a subsidiary of the Company or the holding Company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding Company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives, and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding Company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.
- r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- t) To distribute among the Members of the Company in kind any property of the Company of any kind.
- u) To procure the Company to be registered or recognised in any part of the world.
- v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents or otherwise and either alone or in conjunction with others.
- w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, 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 set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £800 divided into 800 shares of £1 each.

We, the several persons whose names, addresses, and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
Michael Richard Counsell, Commercial Manager 15 Pembroke Road, Bristol BS99 7DX	One
Michael Kodola, Commercial Manager 15 Pembroke Road, Bristol BS99 7DX	One

Dated this 25th February 1976.

Witness to the above signatures: Dawn Bennett, 15 Pembroke Road, Bristol BS99 7DX

**THE COMPANIES ACTS 1948 TO 1967
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF
MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED**
Company No. 1249156

Adopted by Special Resolution passed on the 16th day of March 1976 and amended by Special Resolutions
passed on 28 November 1978, 28 April 1980 and 9 December 1992

PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 as amended by Part III of the Eighth Schedule to the Companies Act 1967 (hereinafter called "Table A") shall apply to this Company except in so far as they are excluded or varied by or are inconsistent with these regulations.
2. Regulations 24, 53, 60, 77, 89, 90, 91 and 94 in Table A shall not apply to the Company.
3. The proviso to Regulation 79 of Table A shall not apply to the Company.

SHARE CAPITAL AND TRANSFER OF SHARES

4. Except for the two shares issued to the subscribers to the Memorandum of Association and except as otherwise authorised by a Special Resolution of the Company:-
 - a) Save as provided in sub-paragraph (c) hereof shares in the Company may only be issued or transferred to a person corporation or Company who or which is the owner of a dwelling on the Manor Farm Neighbourhood Project at Seer Green in the County of Buckinghamshire (hereinafter called the Estate).
 - b) Save as provided in sub-paragraph (c) hereof only one share in the share capital of the Company shall be issued to the owner of a dwelling on the Estate at the time of his purchase and not more than a total of four shares altogether (including such original share as aforesaid) shall be issued or transferred to or at any time held by the owner of any dwelling on the Estate.
 - c) Notwithstanding the provisions of sub-paragraphs (a) and (b) hereof the Developer of the Estate (as hereinafter defined) shall be entitled from time to time to have issued and allotted to it and to hold in its name shares in the Company without any restriction as to number. For the purposes of these Articles the phrase ("the Developer of the Estate") shall mean and include Geoffrey Perfect Holdings Limited or its assignees or successors in title.
5. In regulations 4 and 6 of these Articles of Association the word "dwelling" shall include a house bungalow flat or maisonette and the word "purchase" shall include the taking or purchase of a lease originally granted for a term exceeding seventy years and the word "owner" shall mean the owner or joint owners of a dwelling (whether the interest held in the dwelling be freehold or leasehold for a term originally granted for more than seventy years) on the Estate or the person or persons for the time being deriving title (whether beneficially or in any fiduciary capacity or as a mortgagee) under such owner or owners.
- 6 a) Save as provided in sub-paragraph (d) hereof and of the Company no owner hereinbefore defined shall be entitled to transfer or otherwise part with the beneficial interest in any share or shares owned by him or it save to another owner as hereinbefore defined upon (or subsequent to) the transfer of the first named owner's dwelling to the second named owner or upon such dwelling becoming vested otherwise than by transfer in some person or persons who come within the definition of owner hereinbefore contained.
- b) Save as provided in sub-paragraph (d) hereof and except as authorised by a Special Resolution of the Company the Directors shall refuse to register any transfer of a share whether or not it be fully paid other than a transfer by a subscriber to the Memorandum of Association or a transfer which complies with the provisions of the last preceding sub-paragraph (a).
- c) Save as provided in sub-paragraph (d) hereof the Directors may require from any person or persons corporation or company desirous of transferring any share or shares in the Company all such information and evidence as the Directors shall consider necessary to enable them to decide whether or not such transfer should be registered having regard to the provision of these Articles of Association.
- d) The provisions of this Article shall not apply to or be binding upon the Developer of the Estate, save to the extent that the Developer of the Estate shall not be entitled to transfer any share or shares in the Company to any person other than an owner (as hereinbefore defined) or the assignee or successor in title to the Developer of the Estate.

LIEN

7. The lien conferred by Regulation 11 in Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder or one of two or more joint holders.

GENERAL MEETINGS

8. No business shall be transacted at any general meeting unless a quorum of members is present. Save as herein otherwise provided two members present in person or by proxy shall be a quorum.
9. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a further or casting vote.
10. A Resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as an Ordinary Resolution duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more members.
11. The number of Directors shall not be less than three nor more than seven.
12. A Director shall not require a share qualification but shall nevertheless be entitled to attend at any General Meeting and to speak at any such meeting.
13. A Director who has duly declared his interest therein may vote as a Director in regard to any Contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted, and he shall be counted in the quorum when any such Contract or arrangement is under consideration and Paragraphs (2) and (4) of Regulation 84 in Table A shall not apply to the Company.
14. At the first Annual General Meeting of the Company and at all subsequent Annual General Meetings, all Directors shall retire from Office but all retiring Directors shall be eligible for re-election.
15. Regulation 98 of Table A shall be amended by deleting therefrom the words "in the case of equality of votes the Chairman shall have a second or casting vote".
16. The Directors shall have power at any time and from time to time to appoint any person or persons to be a Director or Directors either to fill a casual vacancy or as an addition to the existing Directors.
17. The words "and every Director present at any meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose" at the end of Regulation 86 in Table A shall not apply to the Company.
18. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors.

Names, addresses and descriptions of Subscribers

Michael Richard Counsell, Commercial Manager
15 Pembroke Road, Bristol BS99 7DX

Michael Kodola, Commercial Manager
15 Pembroke Road, Bristol BS99 7DX

Dated this 25th day of February 1976.

Witness to the above signatures: Dawn Bennett, 15 Pembroke Road, Bristol BS99 7DX

Manor Farm (Seer Green) Management Company Limited

Registered in England No. 1249156

Report of the Directors for the year ended 31 March 2011

The directors present their report and the accounts of the company for the year ended 31 March 2011.

Directors' Responsibilities

Company law requires the directors to prepare financial statements for each financial period which give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing those financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable standards have been followed, subject to any material departures described and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the financial statements comply with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Principal Activities and Future Developments

The principal activity of the company is to manage the communal areas of the estate. The company will continue to manage and maintain the estate as it has done in previous years.

Review of Business

A summary of the results of the year's activity is given on page 2 of the accounts.

During the year the activities of the company remained as in prior years. The directors believe that the present level of reserves is satisfactory. The reserves of the company are held to fund the cost of future major maintenance, with the intention of minimising the need for an additional substantial charge to residents at the time such works are carried out.

Directors

The directors who served during the year ended 31 March 2011 and their interests in the issued ordinary share capital were as follows (ordinary shares of £1 each):

	2011	2010
J Guerin	4	4
G Stanning	-	4
B White	4	4
R Anlauf	4	4

In accordance with the Articles of Association all the directors retire at the Annual General Meeting.

Taxation Status

The company is a mutual trading company and as such not liable to corporation tax on its trading surpluses. The company is currently exempt from corporation tax on income other than trading surpluses.

Share Capital

There have been no changes in the company's share capital during the year.

Auditors

The directors have with reference to the Companies Act 1985 taken advantage in not having these accounts audited under Section 249A(1) (Total Exemption).

On behalf of the Board.

Ronald Anlauf
Company Secretary

Profit and Loss Account

for the year ended 31 March 2011

	Notes	2011 £	2010 £
Turnover - continuing operations	2	45,435	10,972
Cost of sales		(39,346)	(14,035)
		-----	-----
Gross profit/(loss) and operating profit/(loss) from continuing operations	3	6,089	(3,063)
Other interest receivable and similar income	4	0	0
		-----	-----
Profit/(loss) on ordinary activities		6,089	(3,063)
Retained profit brought forward		6,964	10,027
		-----	-----
Retained profit carried forward		13,053	6,964
		-----	-----

During the years ended 31 March 2011 and 31 March 2010, the company had no recognised gains and losses other than those included within its profit and loss account. Accordingly the company has not presented a separate statement of total recognised gains and losses.

The company's profit and loss account has been prepared under the historical cost convention.

The notes on pages 3 and 4 form part of these accounts.

Balance Sheet

as at 31 March 2011

	Notes	2011		2010	
		£	£	£	£
Current assets					
Debtors	5	75		165	
Cash at bank and in hand		13,652		7,473	
		-----		-----	
		13,727		7,638	
Creditors - amounts falling due within one y	6	0		0	
		-----		-----	
Net current assets			13,727		7,638
			-----		-----
Total assets less current liabilities			13,727		7,638
			-----		-----
Capital and reserves					
Called up share capital	7		674		674
Profit and loss account			13,053		6,964
			-----		-----
Shareholders' funds			13,727		7,638
			-----		-----

Approved by the Board on 26 April 2011.

Ronald Anlauf

Notes to the Accounts
for the year ended 31 March 2011

1. Accounting Policies

a) Basis of Accounting

The accounts have been prepared under the historical cost convention and in accordance with applicable accounting standards.

b) Taxation

No provision for taxation on trading profits has been made on the basis that the company is a mutual trading company. Negligible non-trading income has been exempt from taxation.

2. Turnover

Turnover represents the fees receivable from the residents on the estate for the maintenance of communal areas and for the company's work in respect of transfers.

The profit or loss on ordinary activities before taxation is attributable to the one main activity.

3. Operating Profit

During the years ended 31 March 2011 and 31 March 2010 the company had no acquisitions or discontinued operations. The company's turnover and other items charged or credited in arriving at its operating profit or loss derive entirely from its continuing operations.

The profit or loss on ordinary activities before taxation is stated after charging:

	2011	2010
	£	£
4. Interest Receivable and Similar Income		
Bank interest receivable	0	0
	<hr/>	<hr/>
5. Debtors		
Trade debtors	75	165
	<hr/>	<hr/>
6. Creditors - amounts falling due within one year		
Payments received on account	0	0
	<hr/>	<hr/>
7. Called up Share Capital		
Authorised ordinary shares 800 of £1 each		
Allotted, issued and fully paid	674	674
	<hr/>	<hr/>
8. Reconciliation of Movement in Shareholders' Funds		
Profit/(loss) for the financial year	6,089	(3,063)
	<hr/>	<hr/>
Total recognised gains and losses for the year	6,089	(3,063)
Opening shareholders' funds	7,638	10,701
	<hr/>	<hr/>
Closing shareholders' funds	13,727	7,638
	<hr/>	<hr/>

Notes to the Accounts

for the year ended 31 March 2011 (continued)

9. Capital Commitments

At 31 March 2011 there were no capital commitments (2010 : nil).

10. Contingent Liabilities

At 31 March 2011 the company had no contingent liabilities (2010 : nil).

11. Directors' Interest in Contracts

During the year £1,600 (2010 : £1,450) was charged in the accounts in respect of services provided by RA Marketing, a business connected with R Anlauf.

12 Estate Foul Sewer Adoption

During the year income of £34,300 (2010 : nil) was credited in respect of cost contributions from shareholders with regard to the adoption of the foul sewer system by Thames Water.

During the year £28,353 (2010 : 4,991) was charged in the accounts in respect of cost related to the adoption of the foul sewer system by Thames Water.

Detailed Profit and Loss Account

for the year ended 31 March 2011

	2011		2010	
	£	£	£	£
Maintenance fees		16,750		16,750
Less: Prompt payment allowance		(3,857)		(3,912)
Less: Special discount		(2,513)		(2,513)
Uncategorised income		34,455		92
		<hr/>		<hr/>
		44,835		10,417
Bank interest receivable		0		0
		<hr/>		<hr/>
		44,835		10,417
Maintenance contract	4,690	Total maintenance 8,542	4,792	Total maintenance 6,805
Additional maintenance	584		65	
Projects greens/trees	1,974		1,200	
VAT irrecoverable-greens/trees	1,294		748	
Maintenance hard tops	0		0	
VAT irrecoverable-hard tops	0		0	
Insurance	444		447	
Printing, postage, stationery	34		58	
Legal costs	40		30	
Sundries	24,142		4,488	
VAT irrecoverable-other	4,544		757	
Administrative costs	1,600		1,450	
Less: Recoveries from residents	(600)		(555)	
	<hr/>		<hr/>	
Costs and overheads		(38,746)		(13,480)
Profit/(loss) before tax		6,089		(3,063)
		<hr/>		<hr/>

Manor Farm (Seer Green) Management Company Limited

Registered in England No. 1249156

Report of the Directors for the year ended 31 March 2010

The directors present their report and the accounts of the company for the year ended 31 March 2010.

Directors' Responsibilities

Company law requires the directors to prepare financial statements for each financial period which give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing those financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable standards have been followed, subject to any material departures described and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the financial statements comply with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Principal Activities and Future Developments

The principal activity of the company is to manage the communal areas of the estate. The company will continue to manage and maintain the estate as it has done in previous years.

Review of Business

A summary of the results of the year's activity is given on page 2 of the accounts.

During the year the activities of the company remained as in prior years. The directors believe that the present level of reserves is satisfactory. The reserves of the company are held to fund the cost of future major maintenance, with the intention of minimising the need for an additional substantial charge to residents at the time such works are carried out.

Directors

The directors who served during the year ended 31 March 2010 and their interests in the issued ordinary share capital were as follows (ordinary shares of £1 each):

	2010	2009
J Guerin	4	4
G Stanning	4	4
B White	4	4
R Anlauf	4	4

In accordance with the Articles of Association all the directors retire at the Annual General Meeting.

Taxation Status

The company is a mutual trading company and as such not liable to corporation tax on its trading surpluses. The company is currently exempt from corporation tax on income other than trading surpluses.

Share Capital

There have been no changes in the company's share capital during the year.

Auditors

The directors have with reference to the Companies Act 1985 taken advantage in not having these accounts audited under Section 249A(1) (Total Exemption).

On behalf of the Board.

Ronald Anlauf
Company Secretary

Profit and Loss Account

for the year ended 31 March 2010

	Notes	2010 £	2009 £
Turnover - continuing operations	2	10,972	10,841
Cost of sales		(14,035)	(9,048)
		-----	-----
Gross profit/(loss) and operating profit/(loss) from continuing operations	3	(3,063)	1,793
Other interest receivable and similar income	4	0	295
		-----	-----
Profit/(loss) on ordinary activities		(3,063)	2,088
Retained profit brought forward		10,027	7,939
		-----	-----
Retained profit carried forward		6,964	10,027
		-----	-----

During the years ended 31 March 2010 and 31 March 2009, the company had no recognised gains and losses other than those included within its profit and loss account. Accordingly the company has not presented a separate statement of total recognised gains and losses.

The company's profit and loss account has been prepared under the historical cost convention.

The notes on pages 3 and 4 form part of these accounts.

Balance Sheet

as at 31 March 2010

	Notes	2010		2009	
		£	£	£	£
Current assets					
Debtors	5	165		165	
Cash at bank and in hand		7,473		10,536	
		-----		-----	
		7,638		10,701	
Creditors - amounts falling due within one y	6	0		0	
		-----		-----	
Net current assets			7,638		10,701
			-----		-----
Total assets less current liabilities			7,638		10,701
			-----		-----
Capital and reserves					
Called up share capital	7		674		674
Profit and loss account			6,964		10,027
			-----		-----
Shareholders' funds			7,638		10,701
			-----		-----

Approved by the Board on 14 April 2010.

Ronald Anlauf

Notes to the Accounts
for the year ended 31 March 2010

1. Accounting Policies

a) Basis of Accounting

The accounts have been prepared under the historical cost convention and in accordance with applicable accounting standards.

b) Taxation

No provision for taxation on trading profits has been made on the basis that the company is a mutual trading company. Negligible non-trading income has been exempt from taxation.

2. Turnover

Turnover represents the fees receivable from the residents on the estate for the maintenance of communal areas and for the company's work in respect of transfers.

The profit or loss on ordinary activities before taxation is attributable to the one main activity.

3. Operating Profit

During the years ended 31 March 2010 and 31 March 2009 the company had no acquisitions or discontinued operations. The company's turnover and other items charged or credited in arriving at its operating profit or loss derive entirely from its continuing operations.

The profit or loss on ordinary activities before taxation is stated after charging:

	2010	2009
	£	£
4. Interest Receivable and Similar Income		
Bank interest receivable	0	295
	<hr/>	<hr/>
5. Debtors		
Trade debtors	165	165
	<hr/>	<hr/>
6. Creditors - amounts falling due within one year		
Payments received on account	0	0
	<hr/>	<hr/>
7. Called up Share Capital		
Authorised ordinary shares 800 of £1 each		
Allotted, issued and fully paid	674	674
	<hr/>	<hr/>
8. Reconciliation of Movement in Shareholders' Funds		
Profit/(loss) for the financial year	(3,063)	2,088
	<hr/>	<hr/>
Total recognised gains and losses for the year	(3,063)	2,088
Opening shareholders' funds	4,575	8,613
	<hr/>	<hr/>
Closing shareholders' funds	7,638	10,701
	<hr/>	<hr/>

Notes to the Accounts

for the year ended 31 March 2010 (continued)

9. Capital Commitments

At 31 March 2010 there were no capital commitments (2009 : nil).

10. Contingent Liabilities

At 31 March 2010 the company had no contingent liabilities (2009 : nil).

11. Directors' Interest in Contracts

During the year £1,450 (2009 : £2,000) was charged in the accounts in respect of services provided by RA Marketing, a business connected with R Anlauf.

Detailed Profit and Loss Account

for the year ended 31 March 2010

	2010	
	£	£
Maintenance fees		16,750
Less: Prompt payment allowance		(3,912)
Less: Special discount		(2,513)
Uncategorised income		92

		10,417
Bank interest receivable		0

		10,417
Maintenance contract	4,792	Total maintenance 6,805
Additional maintenance	65	
Projects green areas/trees	1,200	
Irrecoverable VAT green areas/tre	748	
Maintenance hard tops	0	
Irrecoverable VAT hard tops	0	
Insurance	447	
Other irrecoverable VAT	757	
Printing, postage, stationery	58	
Legal costs	30	
Audit costs	0	
Bank charges	0	
Sundries	4,488	
Administrative costs	1,450	
Less: Recoveries from residents	(555)	

Costs and overheads		(13,480)
Profit/(loss) before tax		(3,063)

Manor Farm (Seer Green) Management Company Limited

Registered in England No. 1249156

Report of the Directors for the year ended 31 March 2009

The directors present their report and the accounts of the company for the year ended 31 March 2009.

Directors' Responsibilities

Company law requires the directors to prepare financial statements for each financial period which give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing those financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable standards have been followed, subject to any material departures described and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the financial statements comply with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Principal Activities and Future Developments

The principal activity of the company is to manage the communal areas of the estate. The company will continue to manage and maintain the estate as it has done in previous years.

Review of Business

A summary of the results of the year's activity is given on page 2 of the accounts.

During the year the activities of the company remained as in prior years. The directors believe that the present level of reserves is satisfactory. The reserves of the company are held to fund the cost of future major maintenance, with the intention of minimising the need for an additional substantial charge to residents at the time such works are carried out.

Directors

The directors who served during the year ended 31 March 2009 and their interests in the issued ordinary share capital were as follows (ordinary shares of £1 each):

	2009	2008
J Guerin	4	4
G Stanning	4	4
D Walker	0	4
B White	4	0
R Anlauf	4	4

In accordance with the Articles of Association all the directors retire at the Annual General Meeting.

Taxation Status

The company is a mutual trading company and as such not liable to corporation tax on its trading surpluses. The company is currently exempt from corporation tax on income other than trading surpluses.

Share Capital

There have been no changes in the company's share capital during the year.

Auditors

The directors have with reference to the Companies Act 1985 taken advantage in not having these accounts audited under Section 249A(1) (Total Exemption).

On behalf of the Board.

Ronald Anlauf
Company Secretary

Profit and Loss Account

for the year ended 31 March 2009

	Notes	2009 £	2008 £
Turnover - continuing operations	2	10,841	11,175
Cost of sales		(9,048)	(10,112)
Gross profit/(loss) and operating profit/(loss) from continuing operations	3	1,793	1,063
Other interest receivable and similar income	4	295	513
Profit/(loss) on ordinary activities		2,088	1,576
Retained profit brought forward		7,939	6,363
Retained profit carried forward		10,027	7,939

During the years ended 31 March 2009 and 31 March 2008, the company had no recognised gains and losses other than those included within its profit and loss account. Accordingly the company has not presented a separate statement of total recognised gains and losses.

The company's profit and loss account has been prepared under the historical cost convention.

The notes on pages 3 and 4 form part of these accounts.

Balance Sheet

as at 31 March 2009

	Notes	2009		2008	
		£	£	£	£
Current assets					
Debtors	5	165		0	
Cash at bank and in hand		10,536		8,613	
		10,701		8,613	
Creditors - amounts falling due within one year	6	0		0	
Net current assets			10,701		8,613
Total assets less current liabilities			10,701		8,613
Capital and reserves					
Called up share capital	7		674		674
Profit and loss account			10,027		7,939
Shareholders' funds			10,701		8,613

Approved by the Board on 27 April 2009.

Ronald Anlauf

Notes to the Accounts

for the year ended 31 March 2009

1. Accounting Policies

a) Basis of Accounting

The accounts have been prepared under the historical cost convention and in accordance with applicable accounting standards.

b) Taxation

No provision for taxation on trading profits has been made on the basis that the company is a mutual trading company. Negligible non-trading income has been exempt from taxation.

2. Turnover

Turnover represents the fees receivable from the residents on the estate for the maintenance of communal areas and for the company's work in respect of transfers.

The profit or loss on ordinary activities before taxation is attributable to the one main activity.

3. Operating Profit

During the years ended 31 March 2009 and 31 March 2008 the company had no acquisitions or discontinued operations. The company's turnover and other items charged or credited in arriving at its operating profit or loss derive entirely from its continuing operations.

The profit or loss on ordinary activities before taxation is stated after charging:

	2009	2008
	£	£
4. Interest Receivable and Similar Income		
Bank interest receivable	295	513
	<hr/>	<hr/>
5. Debtors		
Trade debtors	165	0
	<hr/>	<hr/>
6. Creditors - amounts falling due within one year		
Payments received on account	0	0
	<hr/>	<hr/>
7. Called up Share Capital		
Authorised ordinary shares 800 of £1 each		
Allotted, issued and fully paid	674	674
	<hr/>	<hr/>
8. Reconciliation of Movement in Shareholders' Funds		
Profit/(loss) for the financial year	2,088	1,576
	<hr/>	<hr/>
Total recognised gains and losses for the year	2,088	1,576
Opening shareholders' funds	8,613	7,037
	<hr/>	<hr/>
Closing shareholders' funds	10,701	8,613
	<hr/>	<hr/>

Notes to the Accounts

for the year ended 31 March 2009 (continued)

9. Capital Commitments

At 31 March 2009 there were no capital commitments (2008 : nil).

10. Contingent Liabilities

At 31 March 2009 the company had no contingent liabilities (2008 : nil).

11. Directors' Interest in Contracts

During the year £2,000 (2008 : £3,000) was charged in the accounts in respect of services provided by JH Services, a business connected with R Anlauf.

Detailed Profit and Loss Account

for the year ended 31 March 2009

	2009	
	£	£
Maintenance fees		16,750
Less: Prompt payment allowance		(3,862)
Less: Special discount		(2,512)
Uncategorised income		0
		<hr/> 10,376
Bank interest receivable		295
		<hr/> 10,671
Maintenance contract	4,625	Total maintenance 6,532
Additional maintenance	96	
Projects green areas/trees	1,060	
Irrecoverable VAT green areas/trees	751	
Maintenance hard tops	0	
Irrecoverable VAT hard tops	0	
Insurance	414	
Other irrecoverable VAT	3	
Printing, postage, stationery	30	
Legal costs	30	
Audit costs	0	
Bank charges	0	
Sundries	39	
Administrative costs	2,000	
Less: Recoveries from residents	(465)	
	<hr/>	
Costs and overheads		(8,583)
Profit/(loss) before tax		<hr/> 2,088

To:
The Company Secretary
Manor Farm (Seer Green) Management Company Limited
1 Barrards Way
Seer Green Beaconsfield
Bucks. HP9 2YZ

Dear Sir,

The Certificate No. ____ for **1 (one)**, No. ____ for **3 (three)**, No. ____ for **4 (four)** shares of £1 each in the Company, which were registered in the name(s) of

Mr

&

Mrs

of, **Seer Green, Bucks. HP9 2....**

having been lost, stolen or destroyed. **I / We** request you to issue a duplicate certificate (where applicable) and in consideration of your so doing **I / we** hereby for **myself / ourselves** and **my / our** legal representatives:

- a) agree to keep you indemnified against all actions, proceedings, liability, claims, damages, costs and expenses in relation to or arising out of your so doing and to pay on demand all payments, losses, costs and expenses suffered or incurred by you in consequence thereof or arising thereout;
- b) irrevocably authorise you to make any payments and comply with any demands which may be claimed from or made upon you in consequence of your so doing without reference to or authority from **me / us** and such payments and compliance shall be accepted by **me / us** as conclusive evidence that you are liable to make such payments or to comply with such demands on our behalf.

I / We further declare that **I / we** have not in any way knowingly parted with the said document and **I / we** undertake to return the same to you should it come into **my / our** possession.

Dated this **day of** **201...**

Signed (all shareholders)

Full name (in capitals) Signature:

Full name (in capitals) Signature

Full name (in capitals) Signature