DRAFT PROPOSED FOR ADOPTION AT THE RCV AGM ON 10 DECEMBER 2026

Riverside Community Voice

(being The Bath Riverside Owners' and Residents' Association)

Constitution – Approved at the AGM on [10 December] 2026

1. Name

1.1 The Association shall be known as the Riverside Community Voice (RCV), being the Bath Riverside Owners' and Residents' Association.

2. Purpose

2.1 The Association represents the interests of Owner Members and Non-owner Resident Members collectively. In the event of any conflict, the interests of Owner Members shall prevail.

2.2 Without prejudice to paragraphs 2.1 above and 2.4 below, the Association shall:

(a) represent Owner Members and Non-owner Resident Members in Estate-wide and, where requested by Block Representatives, Block-specific matters, and represent agreed collective views to outside organisations;

(b) facilitate communication between Owner Members, Non-owner Resident Members, Commercial Occupiers, the Estate and Block Managing Agents and the Estate and Block Management Companies;

(c) promote effective, transparent and accountable management of the Estate and Blocks; and

(d) establish and promote the interests of people living in Bath Riverside, seek to improve local amenities and the local environment and promote good neighbourliness.

2.3 The Association may raise and manage funds (including accepting donations) for the purposes of the Association.

2.4 The Association shall be a conduit for engagement with Crest Nicholson and institutional freeholders as Owner Members prepare for formal involvement in the future management of the Estate (other than those roads which have been or will be adopted by Bath and North East Somerset Council) through the Estate and Block Management Companies.

3. Area Covered

3.1 The Association covers the Bath Riverside Estate including the Estate common areas (including Elizabeth Park, the riverside pathway, the Scoop, Longmead Terrace, Percy Terrace, Elizabeth Parade, Albert Crescent, The Mews, Western Terrace and overground and underground parking spaces), the Blocks, the Houses, and Stothert Avenue, Victoria Bridge Road and Midland Road.

4. Membership

4.1 There shall be two categories of Membership:

(a) Owner Members; and

(b) Non-owner Resident Members.

There may be more than one Owner Member and/or Non-owner Resident Member for each Household.

4.2 Members shall be admitted to the Association on submission of a Membership Form substantially in the form of Appendix A and payment of the relevant Subscription Amount.

4.3 Members of the Association shall have the following rights:

(a) Owner Members have full voting rights and may stand for the Committee.

(b) Non-owner Resident Members may attend meetings, speak and join Sub-committees. Non-owner Resident Members may vote at meetings but shall not be entitled to vote on any financial, legal or ownership matters relevant to the Estate or Blocks or on any resolution to wind up the Association. The Committee shall conclusively determine if a matter is one on which a Non-owner Resident Member may not vote.

(c) Owner Members and Non-owner Resident Members who have not paid the relevant Subscription Amount shall not be entitled to vote or stand for the Committee.

4.4 Each Household represented by an Owner Member and/or a Non-owner Resident Member shall pay a subscription amount in respect of all or part of each Subscription Year. If a Household is represented by an Owner Member and a Non-owner Resident Member, each shall pay the Subscription Amount. The Subscription Amount shall be set at each AGM. The Subscription Amounts may be used only for the legitimate purposes of the Association. No Member shall be entitled to a refund of the Subscription Amount or any part of it.

4.5 Membership shall cease upon written resignation to the Secretary or upon a Member ceasing to qualify as an Owner Member or Non-owner Resident Member.

5. Voting

5.1 Each Household which is represented by one or more Owner Members or Non-owner Resident Members shall have one vote (subject to paragraphs 5.2 and 5.3 below). Where there is more than one Owner Member in relation to a Household, such members shall determine who shall be entitled to vote in respect of that Household (and in the absence of such determination, the Committee shall decide in its absolute discretion). Where there is more than one Non-owner Resident Member in relation to a Household, such members shall determine who shall be entitled to vote in respect of that Household (and in the absence of such determination, the Committee shall decide in its absolute discretion). Where both an Owner Member and a Non-owner Resident Member vote in respect of a Household, the vote of the Owner Member shall prevail and the vote of the Non-owner Resident Member shall be disregarded.

5.2 There shall be a maximum of 3 (three) votes per Owner Member regardless of the number of residential units in a Block or Houses owned.

5.3 Institutional Owners:

(a) shall have one vote per Block in which they hold units;

(b) shall have a maximum of 3 (three) votes in total; and

(c) must appoint a named representative to attend meetings and/or vote on their behalf.

5.4 Voting may take place in person, by email or by proxy (substantially in the form of Appendix B). Postal voting and secret balloting are not permitted. The Committee shall in its absolute discretion from time to time determine the procedure for email and proxy voting at meetings.

5.5 No Owner Member or Members may artificially structure ownership to increase voting entitlement. The Committee may ask for evidence of ownership and may in its absolute discretion disregard any vote cast in breach of this paragraph 5.5.

6. Committee

6.1 The Committee shall be elected or re-elected at each AGM and shall consist of up to ten members, plus, if any, up to one Block Representative per Block Management Company and one House Representative.

6.2 The Committee members shall be elected to fill the following positions: Chairman, Secretary, Treasurer, Membership Secretary and, if there are eligible candidates willing to be appointed, one Block Representative per Block Management Company and one House Representative.

6.3 Only Owner Members shall be eligible to be members of the Committee. One eligible Owner Member may hold up to two positions on the Committee. In addition, the position of Chairman may be rotated amongst the Committee members on a periodic basis as they determine.

6.4 Block or House Representatives must be an Owner Member of a residential unit in the relevant Block or, as the case may be, of a House in respect of which they are appointed as a representative. Each Block Management Company, and the Houses together, may each have only one representative member of the Committee. Only Owner Members of the relevant Block or, as the case may be, a House shall be entitled to vote in respect of the appointment of their nominated representative and they shall each determine between themselves how their nominated representative is to be elected or re-elected.

6.5 Between AGMs, the Committee may fill any vacancy or co-opt up 2 (two) additional members to provide particular expertise. Such members shall be subject to re-election at the next following AGM.

6.6 Anyone with a personal interest in a matter to be discussed by the Committee shall declare it before the discussion begins. The remaining Committee members shall determine whether the person may join the discussion and/or may vote on the matter in question.

6.7 In reaching decisions and in responding to any local authority or other proposals, the members of the Committee shall use reasonable endeavours to act impartially on the merits of the matter and to avoid any religious or party political bias.

6.8 No member of the Committee may receive any financial benefit from and in respect of the operations of the Association. This does not preclude the reimbursement of out-of-pocket expenses reasonably incurred on behalf of the Association.

6.9 The quorum at meetings of the Committee shall be 4 (four). The Committee shall itself determine the frequency of its meetings and the procedure to be followed at meetings and for voting. Decisions of the Committee shall require a majority vote. Minutes of each Committee meeting shall be kept by the Secretary. Meetings of the Committee may be held physically, electronically or as hybrid meetings.

6.10 No Committee member acting honestly and in good faith shall incur personal liability for actions taken on behalf of the Association, except in cases of fraud, deliberate wrongdoing or gross negligence.

6.11 A Committee member shall cease to hold office upon:

(a) written resignation to the Secretary;

(b) ceasing to be eligible for Committee membership;

(c) absence from three consecutive Committee meetings without reasonable excuse;

(d) removal by resolution at a General Meeting.

7. Responsibilities of the Committee and its members

7.1 The Committee may, amongst other things:

(a) represent members of the Association in engaging with and lobbying the Managing Agent, the Estate Management Company, the Block Management Companies, Crest Nicholson, institutional freeholders at Bath Riverside, and the relevant local authority and public bodies;

(b) submit formal complaints, submissions and responses to consultations on behalf of members of the Association;

(c) request meetings with interested parties; and

(d) commission professional advice, where funds allow.

7.2 The Chairman shall normally chair all General and Committee meetings and may exercise a casting vote in the case of a voting tie.

7.3 The Secretary shall be responsible for issuing advance notice of all General and Committee meetings and ensuring that accurate records are kept of the Association's business (and making such records available to members upon reasonable request).

7.4 The Treasurer shall keep accounting records, prepare the Annual Accounts and maintain a bank account in the name of the Association, reporting regularly to the Committee. The Treasurer may refuse any payment where expenditure has not been properly authorized or where funds are insufficient. The Treasurer may, with the agreement of the Committee, refuse to accept any funds from an unknown or improper source or which are not intended to be used for the purposes of the Association. The Treasurer shall ensure that the Association holds suitable insurance cover for its activities and responsibilities. The Treasurer shall ensure that any bank account of the Association can only be operated by at least two members of the Committee.

7.5 The Membership Secretary shall maintain registers of Owner Members and Non-owner Resident Members, including their Household address on the Estate, their contact address if different and their email address. Such registers should be refreshed periodically. All personal data shall be collected, processed and held securely, lawfully and fairly in accordance with relevant data privacy legislation (including, without limitation, the Data Protection Act 2018). Data will be held, for example, to help the Committee understand Owner Members' and Non-owner Resident Members' views, to give them news and information about upcoming events and matters affecting the Estate and Blocks, as well as matters of community interest. No personal data will be disclosed to third parties except (i) with consent, (ii) where required by law, or (iii) where reasonably necessary for the administration of the Association. Any Member may opt out of communications from the Association and/or request that all or some of their data is destroyed at any time by notice to the Membership Secretary, unless retention is reasonably necessary for administration or legal obligations.

7.6 The Block and House Representatives shall fairly represent the interests of their Block(s) or, as the case may be, the Houses, as well as the Estate in general, and shall ensure that they canvass views from and communicate with those owners and residents they represent. The Committee shall not involve itself in any issue relating specifically to a Block or the Houses unless specifically requested by a Block or House Representative.

7.7 The Committee may communicate with Members electronically by email to the address on the relevant register of Members maintained by the Membership Secretary. A Member may agree alternative arrangements with the Secretary subject to such Member bearing any additional costs involved.

8. Sub-committees

8.1 The Committee may from time to time establish Sub-committees, including without limitation:

(a) a Gardening Sub-committee to be responsible for liaising with the Managing Agent and outside contractors regarding the landscaping and maintenance of Elizabeth Park, the riverside pathway, the Scoop, and all beds, borders and planters and trees on the Estate (the scope of the Gardening Sub-committee excludes the Block maintained gardens (Liberty Gardens and Leopold Gardens), unless requested by the relevant Block Representative);

(b) a Social Sub-committee to be responsible for organizing such social events on behalf of members of the Association as it sees fit, which may include Summer and Christmas events and a social activity at an AGM; and

(c) such other Sub-committees as the Committee thinks fit.

8.2 Each Sub-committee shall consist of at least one member of the Committee and such other residents of the Estate, whether owners or not and whether members of the Association or not, as it thinks fit. Each Sub-committee shall regulate its proceedings as it thinks fit and shall report to the Committee on its activities.

9. General Meetings

9.1 General Meetings shall be held to hear and understand the opinions of all Members, for the Committee to report to Members and for Members to approve resolutions put forward by the Committee.

9.2 General Meetings shall be convened by the Secretary when directed by the Committee or requested by at least twelve Members eligible to vote at a General Meeting.

9.3 Twenty-one days' notice (excluding the date of the notice and the date of the meeting) of a General Meeting (including an AGM) and of the business to be discussed at the Meeting shall be given to Members electronically by email to the address on the relevant register of Members maintained by the Membership Secretary. A Member may request that notice be

given to it instead by any other reasonable means, subject to such Member bearing any additional cost in advance.

9.4 Resolutions at a General Meeting shall be passed by simple majority of Households represented by a Member eligible to vote present in person or by proxy or having voted by email, save that any resolution to amend the constitution of the Association shall require a two-thirds majority. Any proxy or email vote must be received by the Secretary at least 7 (seven) days prior to the date of the relevant General Meeting.

9.5 A quorum of fifteen Households represented by a Member (or, if fewer, 10% of Households with an Owner Member) must be present (in person, by proxy or through submission of an electronic email vote) within fifteen minutes of the start of the General Meeting or the business will be adjourned to a date determined by the Committee, and the Secretary shall notify Members accordingly.

9.6 The Committee, through the Chairman, may agree to any non-material or factual amendment to a resolution at a General Meeting before a vote is taken.

9.7 General Meetings may be held physically, electronically or as hybrid meetings.

9.8 In lieu of holding a General Meeting (other than an AGM or a General Meeting called for the purpose of winding up the Association), the Secretary with the approval of the Committee may circulate a resolution to the Members for approval by email to the address on the relevant register of Members maintained by the Membership Secretary (or by such other reasonable means as a member has agreed to in advance and subject to that Member agreeing to bear any additional cost). The provisions of this constitution relating to eligibility to vote and the majority required to pass any such resolution shall apply to a resolution circulated in this manner. Otherwise, the Committee shall determine the process for email voting as it thinks fit.

9.9 Any Member may, with at least fourteen (14) days' notice (excluding the date of the notice and the date of the meeting) prior to a General Meeting, request that any particular relevant matter be raised at that General Meeting and/or submit relevant questions to be answered at that General Meeting.

10. Annual General Meetings

10.1 An AGM shall be held each year (and not later than fifteen (15) months after the preceding AGM) in order to:

(a) Receive an Annual Report from the Chairman and Committee and approve Annual Accounts from the Treasurer for the year just ended;

(b) receive the report of the Examiner of Accounts;

(c) elect the members of the Committee and an Examiner of Accounts for the following year;

(d) set the Subscription Amount; and

(e) consider any other issues put forward by the Committee;

10.2 The Examiner of Accounts must be an Owner Member who has sufficient financial experience as determined by the Committee. The Examiner of Accounts shall review the preceding year's financial activities of the Association and approve the Annual Accounts.

11. Managing Agent Liaison

11.1 The Association shall liaise with the Managing Agent.

11.2 Members of the Committee shall aim to meet with representatives of the Managing Agent at least monthly. The Managing Agent shall be requested to keep minutes of such meetings and agreed action lists. Other Members of the Association may be invited to attend such meetings.

12. Block-Specific Matters

12.1 Each Block shall remain subject to management by the relevant Block Management Company. The Association shall not interfere in purely Block-specific matters unless those issues have a material impact on the wider Estate or where invited to assist.

12.2 The Association may, if requested by a Block Representative, coordinate representation to a Block Management Company or Companies, but shall not override the internal governance procedures and representation established by the relevant Block.

13. Parking

13.1 The Association shall liaise with its Members and with the Managing Agent on parking policy and the enforcement of parking regulations on the Estate.

14. Amendments

14.1 The Committee may make amendments to the constitution of the Association which are non-material, to correct factual inaccuracies or to rectify procedural inconsistencies or inefficiencies, provided no such amendments prejudice the Members as a whole. Any such amendments must be approved at the next following General Meeting.

15. Dissolution

15.1 The Association may be wound up only at a General Meeting called for that purpose by a two-thirds majority of Households represented by an Owner Member eligible to vote present in person or by proxy or having voted by email.

15.2 Any residual funds upon dissolution, after payment of liabilities, shall be donated to a charitable purpose decided by the Members at the General Meeting.

16. Definitions

16.1 “AGM” means the annual general meeting of the Association.

16.2 “Association” means the Riverside Community Voice, being The Bath Riverside Owners’ and Residents’ Association, as constituted by this document.

16.3 “Blocks” means the apartment blocks on the Estate named Palladian, Imperial, Highgate, Leopold, Alexandra, Frederick, Beatrice, Beau, Doric and Noble, and the apartments on Western Terrace together, and “Block” means any of them.

16.4 “Block Management Companies” means each and all of Bath Riverside Liberty Management Company Limited (company number 7814647), Bath Riverside Royal View Management Company Limited (company number 10735948), Bath Riverside Leopold Management Company Limited (company number 9409448), Bath Riverside Corinthian Management Limited (company number 9253114), Bath Riverside Albert Crescent Management Company Limited (company number 9280583) and such other company as may manage any of the Blocks, and “Block Management Company” means any of them.

16.5 “Block Representative” means an Owner Member who is a duly nominated representative of, as the case may be (i) Bath Riverside Liberty Management Company Limited in respect of Palladian, Imperial and Highgate; (ii) Bath Riverside Royal View Management Company Limited in respect of Royal View and Sovereign Point; (iii) Bath Riverside Leopold Management Company Limited in respect of Leopold, Alexandra, Frederick and Beatrice; (iv) Bath Riverside Corinthian Management Company Limited in respect of Corinthian; and (v) Bath Riverside Albert Crescent Management Company Limited in respect of the Western Terrace apartments and (vi) the relevant Institutional Owners’ named representatives in respect of each of (a) Beau and Doric and (b) Frederick and Noble.

16.6 “Commercial Occupier” means an occupier carrying on a business from a commercial unit on the Estate.

16.7 “Committee” means the committee of the Association established pursuant to paragraph 6 above.

16.8 “Estate” means the Bath Riverside development, comprising the Blocks, the Houses, Stothert Avenue, Midland Road, Victoria Bridge Road, Longmead Terrace, Percy Terrace, Elizabeth Parade, Albert Crescent, The Mews and Western Terrace and the common areas managed by the Estate Management Company.

16.9 “Estate Management Company” means Bath Riverside Estate Management Company Limited (company number 7814641).

16.10 “Household” means a single residential unit in a Block or a House, regardless of the number of occupants.

16.11 “House Representative” means an Owner Member who is a duly nominated representative of the owners of the Houses.

16.12 “Houses” means the houses on the Estate on Western Terrace, Albert Crescent, The Mews, Stothert Avenue, Longmead Terrace, Percy Terrace and Elizabeth Parade, and “House” means any of them.

16.13 “Institutional Owner” means any corporate or institutional owner of multiple residences on the Estate.

16.14 “Managing Agent” means the agent appointed by the relevant Management Company, or any successor.

16.15 “Member” means an Owner Member and/or a Non-owner Resident Member.

16.16 “Non-owner Resident Member” means an occupier of a residence on the Estate who is not an Owner Member.

16.17 “Owner Member” means an owner of a residence on the Estate (being a freeholder or a holder of a 999 year lease).

16.18 “Subscription Amount” means the amount of the Household subscription to the Association set at the preceding AGM, as referred to in paragraph 4.4 above.

16.19 “Subscription Year” means the period from 1 December to 30 November in each year.

Appendix A – Membership Form

Riverside Community Voice – Membership Application

Name(s): _____

Household Address(es): _____

_____

Email(s): _____

Contact address (if different from Household address): _____

I/we apply as:

☐ Owner Member(s) (freeholder or holder of a 999 year lease)*

☐ Non-owner Resident Member(s) (non-owner occupier/renter/tenant)*

- If more than one Member named, please indicate which Member will have voting rights

Signature(s): _____ Date: _____

Appendix B – Proxy Form

Proxy Form

I, [Full Name] of [Household Address / Number], [an Owner Member/Non-owner Resident Member] of the Riverside Community Voice, hereby appoint [Proxy Holder's Full Name] of [Household Address] [OR the Chairman of the meeting] as my proxy to vote on my behalf at the [Annual General Meeting / General Meeting] to be held on [Date] at [Time / Venue]. My proxy shall vote as I direct, or, in the absence of direction, as my proxy thinks fit.

Signed: _____ Date: _____

Appendix C – AGM Notice Template

Riverside Community Voice

Notice of Annual General Meeting

Notice is hereby given that the **Annual General Meeting** of the Association will be held on:

Date: _____

Time: _____

Venue / Format: _____

Agenda

1. Apologies for absence
2. Approval of minutes of the previous meeting
3. Chairman's and Committee reports
4. Treasurer's report and approval of accounts
5. Election of Committee members and of an Examiner of Accounts
6. Confirmation of Subscription Amount
7. Other business or resolutions

Documents are available from the Secretary. Proxy forms must be returned by email to the following address: [ ] by [date].

Signed: _____ (Secretary)

Date of Notice: _____