

BELGRAVE SQUARE GARDEN CONSTITUTION

KEYHOLDERS:

1. Leaseholders of properties in Belgrave Square (under the terms of their lease) and freehold owners of properties in Belgrave Square (under the terms of the Grosvenor Belgravia Estate Management Scheme), have the right upon payment of an Annual Garden Charge to be a Keyholder and to walk in and enjoy Belgrave Square Garden ("the Garden"). As a concession, and upon payment of an Annual Key Charge, residents (whether freeholder owners, leaseholders or tenants) who live on the Grosvenor Belgravia Estate are also entitled to become Keyholders and all the said keyholders shall be collectively called "Keyholders".

THE COMMITTEE:

2. The Grosvenor Estate ("Grosvenor"), as the freeholder of Belgrave Square Garden, has the legal and financial responsibility for the fencing and all activities within the Garden, subject to the statutory controls of Westminster City Council and English Heritage. Grosvenor has agreed to share responsibility for the management of, and expenditure on, the Garden with the Belgrave Square Garden Committee. ("The Committee") To this end, the Committee will, with the assistance (if required) of the Landscape Agency or other consultant appointed by Grosvenor (the Consultant), set its own budget and monthly work programmes for Grosvenor, make and amend regulations for the use of the Garden and ensure that all users achieve maximum enjoyment from the Garden. Grosvenor will retain responsibility for decisions about the infrastructure and the long term future of the Garden, such as, fixtures, trees, paths, railings and utilities, and will also retain legal liability in respect of the activities carried out in the garden for and on behalf of the Committee.
3. The management of the Garden shall be shared by the Committee, the Consultant (if appointed) and Grosvenor, but the responsibility for all secretarial functions and matters of financial administration will remain with Grosvenor. The Committee shall agree with the Consultant and Grosvenor the minimum standards with which the Garden must comply in respect of the management and maintenance of the trees, lawns, paths and shrubberies and based upon those criteria, an annual budget will be prepared by [the Consultant and] Grosvenor. The Committee will have the authority and ability to maintain the planting of the Garden to a higher standard. The Committee may, if it so wishes, raise money for the improvement of the Garden. An annual account of such monies shall be circulated and approved at the Annual General Meeting ("AGM") of the Keyholders. An external audit, the cost of which will be added to the Annual Garden Charge, may be requested by the Committee.
4. Any Keyholder shall be eligible to attend the AGM and to be elected to the Committee. A minimum of 2 places on the Committee must be reserved for those who are lessees or freeholders, or represent lessees or freeholders, of properties in Belgrave Square. Only one Keyholder from any property may be on the Committee.
5. The Committee shall consist of not less than three nor more than ten Keyholders, who shall be elected at the AGM, plus the Grosvenor members as referred to in Clause 7.
6. At the AGM, the members of the Committee shall retire, but if eligible pursuant to Clause 4, may stand for re-election. Only one Keyholder from each property shall be entitled to vote in matters raised at the AGM. No person (except the Chairman where specifically so provided) shall have more than one vote, even if he or she is a Keyholder, in relation to more than one property.
7. Grosvenor shall have the power to appoint at least one but no more than three representatives ("The Grosvenor Members") to serve on the Committee. The Grosvenor members (who need not be Keyholders pursuant to Clause 1) shall be in addition to the other members of the Committee

referred to in Clause 5. Grosvenor members do not retire pursuant to Clause 6, but may be replaced by Grosvenor at any time. Grosvenor may nominate the Consultant to be one of its representatives.

8. The Committee shall have the power to appoint a Keyholder to fill any casual vacancy on the Committee until the next AGM. Any Keyholder so appointed shall retire at the next AGM, but if eligible may stand for re-election as a member of the Committee at such a meeting. The Committee shall also have power to co-opt other persons (not necessarily Keyholders) to attend Committee meetings if the Committee shall consider this to be necessary or desirable in order to achieve its objectives, but they will have no voting rights.
9. The Committee shall meet as often as may be necessary and not less often than once in every six months in order to conduct the affairs of the Committee and three members (one of whom must be a Grosvenor member) of the Committee shall form a quorum. Minutes shall be open to inspection by any Keyholder.
10. No member shall, except for professional services rendered at the request of the Committee, on any pretence or in any manner receive any profits or emolument from the funds or transaction of the Committee.
11. The Committee shall be dissolved if:
 - (a) The Committee so decides; or
 - (b) An AGM or Extraordinary General Meeting ("EGM") recommends to Grosvenor and Grosvenor agrees that it should be dissolved; or
 - (c) Grosvenor so decides

Upon the dissolution of the Committee any funds in their hands shall, after payment of all liabilities, be handed over to Grosvenor and applied for the sole benefit of Belgrave Square Garden.

ANNUAL AND EXTRAORDINARY GENERAL MEETINGS:

12. The AGM of the Keyholders shall be held in each year upon a date and at a time fixed by the Committee for the following purposes:
 - (a) To receive from the Committee a report of the Committee's and Gardens' activities and a summary of income and expenditure of the Grosvenor Garden Account for the year ending 31 December preceding and to present a budget to cover plans for the next financial year.
 - (b) To elect a committee and a chairman of that committee.
 - (c) To decide on any resolution which may be duly submitted to the meeting as provided for in Clause 14.
13. An EGM may be called by the Committee or by not less than 20 Keyholders who shall deliver the request for the same to the Committee (c/o the Grosvenor Office) and:
 - (a) Any such request for an EGM shall be accompanied by details of the business to be conducted thereat; and
 - (b) The Committee must call the EGM within 21 days of receiving the request

14. Twenty one days at least before the AGM or an EGM, a notice of such a meeting and of the business to be transacted shall be delivered to every Keyholder. No other business upon which a vote is required, other than that for which a minimum notice of 3 working days has been given by a Keyholder to the Committee (c/o the Grosvenor Office), shall be brought forward at the meeting. No matter requiring a vote can be raised under Any Other Business.
15. The quorum at an AGM or EGM shall be three Keyholders.

GENERALLY:

16. At all Committee meetings (and at the AGM) the Chairman or his/her nominated Vice-chairman shall take the Chair. Every Committee member present at a Committee Meeting and every Keyholder present at a General Meeting shall be entitled to one vote upon every motion and in case of an equality of votes, the Chairman shall have a second and casting vote. The Committee shall be empowered, if it thinks fit, to make regulations for enabling Keyholders unable to be present to vote by proxy or in writing. Copies of the Minutes will be kept on display in the garden for 28 days following a Committee meeting, EGM or AGM.
17. These Rules may be added to, repealed or amended by resolution at any Annual or Extraordinary General Meeting but only if the prior written consent of Grosvenor has first been obtained and the amendments have been ratified by a full Committee meeting at which at least two thirds of the Committee have been present.

Ratified at the Committee meeting on: _____

Confirmed at the Annual General Meeting on: _____