

---

WELSH STATUTORY INSTRUMENTS

---

**2011 No. 2680 (W.286)**

**LANDLORD AND TENANT, WALES**

**The RTM Companies (Model  
Articles) (Wales) Regulations 2011**

<i>Made</i>	- - - -	<i>5 November 2011</i>
<i>Laid before the National Assembly for Wales</i>	- -	<i>8 November 2011</i>
<i>Coming into force</i>	- -	<i>30 November 2011</i>

The Welsh Ministers make the following Regulations in exercise of the powers conferred by sections 74(2), (4) and (6) and 178(1) of the Commonhold and Leasehold Reform Act 2002<sup>(1)</sup>:

**Title, commencement and application**

1.—(1) The title of these Regulations is the RTM Companies (Model Articles) (Wales) Regulations 2011.

(2) These Regulations come into force on 30 November 2011.

(3) These Regulations apply to RTM companies<sup>(2)</sup> which exercise the right to manage premises<sup>(3)</sup> in Wales.

**Commencement Information**

**II** Reg. 1 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Form and content of articles of association of RTM companies**

2.—(1) Subject to paragraph (3) the articles of association of an RTM company take the form, and include the provisions, set out in Schedule 1 to these Regulations.

(2) Subject to paragraph (3) the provisions referred to in paragraph (1) have effect for an RTM company whether or not they are adopted by the company.

---

(1) [2002 c. 15](#). The “appropriate national authority” in respect of Wales, is the Welsh Ministers, and in respect of England, is the Secretary of State. By virtue of paragraph 30(2)(c) of Schedule 11 to the Government of Wales Act [2006 \(c. 32\)](#) the functions formerly exercised by the National Assembly for Wales as the “appropriate national authority” under section 179(1) of the Commonhold and Leasehold Reform Act 2002 are now vested in the Welsh Ministers.

(2) For the definition of “RTM company” *see* sections 71(1) and 73 of the 2002 Act.

(3) For the premises relevant to RTM companies, *see* section 72 of, and Schedule 6 to, the 2002 Act.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

(3) Where an RTM company wishes to have its articles of association in Welsh, its articles of association take the form and include the provisions set out in Schedule 2 to these Regulations.

.....  
**Commencement Information**

**I2** Reg. 2 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Revocation of instrument**

**3.** The RTM Companies (Memorandum and Articles of Association) (Wales) Regulations 2004<sup>(4)</sup> are revoked.

.....  
**Commencement Information**

**I3** Reg. 3 in force at 30.11.2011, see [reg. 1\(2\)](#)

5 November 2011

*Huw Lewis*  
Minister for Housing, Regeneration and  
Heritage, one of the Welsh Ministers

<sup>(4)</sup> S.I. 2004/675 (W.64).

## SCHEDULE 1

Regulation 2

### ARTICLES OF ASSOCIATION OF AN RTM COMPANY THE COMPANIES ACT 2006 ARTICLES OF ASSOCIATION OF [NAME] RTM COMPANY LIMITED A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

## PART 1

### INTERPRETATION, NAMES AND OBJECTS OF RTM COMPANY AND LIMITATION OF LIABILITY

#### Defined terms

1. In the articles, unless the context requires otherwise—

“2002 Act” means the Commonhold and Leasehold Reform Act 2002;

“articles” means the company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than Wales and England or Northern Ireland which have an effect similar to that of bankruptcy;

“chair” has the meaning given in article 17;

“chair of the meeting” has the meaning given in article 30;

“Companies Acts” means the Companies Acts as defined in section 2 of the Companies Act 2006(5), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006 (“the 2006 Act”);

“immediate landlord” in relation to a unit in the Premises, means the person who—

(a) if the unit is subject to a lease, is the landlord under the lease; or

(b) if the unit is subject to two or more leases, is the landlord under whichever of the leases is inferior to the others;

“member” has the meaning given in section 112 of the 2006 Act;

“ordinary resolution” has the meaning given in section 282 of the 2006 Act;

“participate”, in relation to a directors’ meeting, has the meaning given in article 15;

“the Premises” means [name and address];

“proxy notice” has the meaning given in article 36;

“qualifying tenant” has the meaning given in sections 72 and 112 of the 2002 Act;

“residential unit” means a flat or any other separate set of premises which is constructed or adapted for use for the purposes of a dwelling;

“RTM company” (Right to Manage company) has the meaning given in section 73 of the 2002 Act;

---

(5) 2006 (c. 46).

**Status:** Point in time view as at 30/11/2011.

**Changes to legislation:** There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)

“special resolution” has the meaning given in section 283 of the 2006 Act;

“subsidiary” has the meaning given in section 1159 of the 2006 Act; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

(2) Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when the RTM Companies (Model Articles) (Wales) Regulations 2011 are made.

**Commencement Information**

**I4** Sch. 1 art. 1 in force at 30.11.2011, see [reg. 1\(2\)](#)

NAME AND OBJECTS OF RTM COMPANY

2. The name of the company is *[name]* RTM Company Limited.

**Commencement Information**

**I5** Sch. 1 art. 2 in force at 30.11.2011, see [reg. 1\(2\)](#)

3. The registered office of the company will be situated in *[Wales]* /*[England and Wales]*.

**Commencement Information**

**I6** Sch. 1 art. 3 in force at 30.11.2011, see [reg. 1\(2\)](#)

4. The objects for which the company is established are to acquire and exercise in accordance with the 2002 Act the right to manage the Premises.

**Commencement Information**

**I7** Sch. 1 art. 4 in force at 30.11.2011, see [reg. 1\(2\)](#)

5. These objects are not to be restrictively construed but the widest interpretation is to be given to them. In furtherance of the objects, but not otherwise, the company has power to do all such things as may be authorised or required to be done by an RTM company by and under the 2002 Act, and in particular (but without derogation from the generality of the foregoing)—

- (a) to prepare, make, pursue or withdraw a claim to acquire the right to manage the Premises;
- (b) to exercise management functions under leases of the whole or any part of the Premises in accordance with sections 96 and 97 of the 2002 Act;
- (c) to exercise functions in relation to the grant of approvals under long leases of the whole or any part of the Premises in accordance with sections 98 and 99 of the 2002 Act;
- (d) in accordance with sections 100 and 101 of the 2002 Act, to monitor, keep under review, report to the landlord, and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation in any way connected with or affecting the Premises or any of its occupants;
- (e) to negotiate for and make applications for the variation of leases pursuant to Part 4 of the Landlord and Tenant Act 1987 (“the 1987 Act”);

- (f) to do such other things and to perform such other functions in relation to the Premises or any leases of the whole or any part of the Premises as may be agreed from time to time with the landlord or landlords or any other parties to the leases, as the case may be;
- (g) to provide and maintain services and amenities of every description in relation to the Premises;
- (h) to maintain, redecorate, repair, renew, repaint and clean the Premises; and to cultivate, maintain, landscape and plant any gardens, grounds or land comprised in the Premises;
- (i) to enter into contracts with builders, cleaners, contractors, decorators, gardeners, tenants, or any other person;
- (j) to consult and retain any professional advisers;
- (k) to employ any staff and managing or other agents;
- (l) to pay, remunerate or reward in any way any person supplying goods or services to the company;
- (m) to make any appropriate or consequential agreements or arrangements for the right to manage the Premises to cease to be exercisable by the company;
- (n) to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting the Premises, the management of the Premises, the occupants of the Premises, the company, any of its activities, or any of its members;
- (o) to commence, defend, participate in or pursue any application to, or other proceeding before, any court or tribunal of any description;
- (p) to insure the Premises or any other property of the company or in which it has an interest up to and including the full cost of rebuilding and reinstating the Premises, including VAT, architects', engineers', solicitors', surveyors', and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site including debris removal, demolition, shoring-up, site clearance and any works that may be required by statute, and incidental expenses, subject to such excesses, exclusions or limitations as are usual in the London insurance market. To insure the company and its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;
- (q) to collect in or receive monies from any person on account of administration charges, service charges, or other charges in relation to the Premises and, where required by law to do so, to deal with, hold or invest the monies in accordance with the provisions of the 1987 Act and any orders or regulations made under that Act from time to time;
- (r) to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be, established, executed or undertaken by the company;
- (s) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay, or contribute towards, all costs, fees, and other expenses incurred in the implementation of the company's objects;
- (t) to invest any money of the company in the United Kingdom by depositing it at interest with any financial institution with which a trust fund of service charge contributions might be held in accordance with the 1987 Act; or to invest it in such other manner (including the purchase of securities and other investments) as the company in general meeting may authorise from time to time; and to hold, sell or otherwise dispose of any such investments;
- (u) subject to any conditions or limitations imposed by the company in general meeting from time to time, and subject to the provision of adequate security and the payment of interest, to advance and lend money or give credit to any person; to enter into guarantees, contracts

**Status:** Point in time view as at 30/11/2011.

**Changes to legislation:** There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)

- of indemnity and surety; to receive money on deposit or loan; and to secure or guarantee the payment of any sum of money or the performance of any obligation by any person;
- (v) subject to any limitations or conditions imposed by the company in general meetings from time to time, to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or part of the company's property or assets (whether present or future);
  - (w) to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, debentures, promissory notes, and other negotiable or transferable instruments;
  - (x) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person to pay such expenses;
  - (y) to monitor and determine for the purpose of voting, or for any other purpose, the physical dimensions of the Premises and any part or parts of the Premises and to take or obtain any appropriate measurements;
  - (z) to enter into any agreements or arrangements with any government, or authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects, 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;
    - (aa) to do all things specified for the time being in the articles of association of the company;
    - (bb) to do or procure or arrange for the doing of all or any of the things or matters mentioned above in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
    - (cc) to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the company's objects.

#### Commencement Information

**18** Sch. 1 art. 5 in force at 30.11.2011, see [reg. 1\(2\)](#)

**6.** The income of the company, from wherever derived, must be applied solely in promoting the company's objects, and, save on a winding up of the company, a distribution must not be made to its members in cash or otherwise.

#### Commencement Information

**19** Sch. 1 art. 6 in force at 30.11.2011, see [reg. 1\(2\)](#)

## LIMITATION OF LIABILITY

### Liability of members

**7.** The liability of members is limited to £1 each, being the amount that they undertake to contribute to the assets of the company in the event of its being wound up while they are a member or within one year after they cease to be a member, for—

- (a) payment of the company's debts and liabilities contracted before they cease to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

**Commencement Information**

**I10** Sch. 1 art. 7 in force at 30.11.2011, see [reg. 1\(2\)](#)

## PART 2

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

##### Directors' general authority

**8.** Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

**Commencement Information**

**I11** Sch. 1 art. 8 in force at 30.11.2011, see [reg. 1\(2\)](#)

##### Members' reserve power

**9.—(1)** The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

**(2)** No such special resolution invalidates anything which the directors have done before the passing of the resolution.

**Commencement Information**

**I12** Sch. 1 art. 9 in force at 30.11.2011, see [reg. 1\(2\)](#)

##### Directors may delegate

**10.—(1)** Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters; and
- (e) on such terms and conditions;

as they think fit.

**(2)** If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

**Commencement Information**

**I13** Sch. 1 art. 10 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Committees**

**11.** Committees to which the directors delegate any of their powers must follow procedures which are based, so far as they are applicable, on those provisions of the articles which govern the taking of decisions by directors.

**Commencement Information**

**I14** Sch. 1 art. 11 in force at 30.11.2011, see [reg. 1\(2\)](#)

**DECISION-MAKING BY DIRECTORS**

**Directors to take decisions collectively**

**12.—(1)** The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 13.

(2) If—

- (a) the company only has one director, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

**Commencement Information**

**I15** Sch. 1 art. 12 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Unanimous decisions**

**13.—(1)** A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

**Commencement Information**

**I16** Sch. 1 art. 13 in force at 30.11.2011, see [reg. 1\(2\)](#)



### Calling a directors' meeting

14.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

#### Commencement Information

I17 Sch. 1 art. 14 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Participation in directors' meetings

15.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### Commencement Information

I18 Sch. 1 art. 15 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Quorum for directors' meetings

16.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed, it is two.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the members to appoint further directors.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

#### Commencement Information

**I19** Sch. 1 art. 16 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Chairing of directors' meetings

- 17.**—(1) The directors may appoint a director to act as chair for their meetings.
- (2) The person so appointed for the time being is known as the chair.
- (3) The directors may terminate the chair's appointment at any time.
- (4) If the chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to act as chair.

#### Commencement Information

**I20** Sch. 1 art. 17 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Casting vote

- 18.**—(1) If the numbers of votes for and against a proposal are equal, the chair or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chair or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### Commencement Information

**I21** Sch. 1 art. 18 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Conflicts of interest

- 19.**—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when—
- the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

- (b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.

(7) If any question as to the right to participate in the meeting (or part of the meeting) were to arise in respect of the chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

---

**Commencement Information**

**I22** Sch. 1 art. 19 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Records of decisions to be kept**

**20.** The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

---

**Commencement Information**

**I23** Sch. 1 art. 20 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Directors' discretion to make further rules**

**21.** Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

---

**Commencement Information**

**I24** Sch. 1 art. 21 in force at 30.11.2011, see [reg. 1\(2\)](#)

**APPOINTMENT OF DIRECTORS**

**Methods of appointing directors**

**22.—(1)** Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

(2) In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

#### Commencement Information

**I25** Sch. 1 art. 22 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Termination of director's appointment

**23.** A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Acts or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

#### Commencement Information

**I26** Sch. 1 art. 23 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Directors' remuneration

**24.** Except with the consent of the company in general meeting, the directors are not entitled to any remuneration. Any resolution giving such consent must specify the amount of remuneration to be paid to the directors, and unless the resolution provides otherwise, the remuneration is deemed to accrue from day to day.

#### Commencement Information

**I27** Sch. 1 art. 24 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Directors' expenses

**25.** The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
- (b) general meetings, or

(c) separate meetings of the holders of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

**Commencement Information**

**I28** Sch. 1 art. 25 in force at 30.11.2011, see [reg. 1\(2\)](#)

## PART 3

### BECOMING AND CEASING TO BE A MEMBER

#### Application for membership

**26.**—(1) Subject to paragraph (2), every person who wishes to become a member of the company must deliver to the company a completed application for membership in the following form (or in a form as near to the following form as circumstances allow or in any other form which is usual or which the directors may approve):

To the Board of [name of company], I, [name] of [address] am a qualifying tenant of [address of flat] and wish to become a member of [name of company] subject to the provisions of the Articles of Association of the company and to any rules made under those Articles. I agree to pay the company an amount of up to £1 if the company is wound up while I am a member or for up to 12 months after I have ceased to become a member. [Signed by applicant] [Dated]

(2) No person is entitled to be admitted to membership of the company unless that person, whether alone or jointly with others, is—

- (a) a qualifying tenant of a flat contained in the Premises as specified in section 75 of the 2002 Act; or
- (b) from the date upon which the company acquires the right to manage the Premises pursuant to the 2002 Act, a landlord under a lease of the whole or any part of the Premises.

(3) A person who, together with another or others, is to be regarded as jointly being the qualifying tenant of a flat, or as jointly constituting the landlord under a lease of the whole or any part of the Premises, is, once admitted to be regarded as jointly being a member of the company in respect of that flat or lease (as the case may be).

(4) Applications for membership by persons who are to be regarded as jointly being the qualifying tenant of a flat, or who jointly constitute the landlord under a lease of the whole or any part of the Premises, must state the names and addresses of all others who are jointly interested with them, and the order in which they wish to appear on the register of members in respect of such flat or lease (as the case may be).

(5) The directors, upon being satisfied as to a person's application and entitlement to membership, must register such person as a member of the company.

**Commencement Information**

**I29** Sch. 1 art. 26 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Ceasing to be a member

**27.**—(1) Membership of the company is not transferable.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

(2) A member who at any time fails to satisfy the requirements for membership set out in article 26 ceases to be a member of the company with immediate effect.

(3) If a member (or joint member) dies or becomes bankrupt, that member's personal representatives or trustee in bankruptcy will be entitled to be registered as a member (or joint member as the case may be) upon application to the company.

(4) A member may withdraw from the company and thereby cease to be a member by giving at least seven clear days' notice in writing to the company. Any such notice is not effective if given in the period beginning with the date on which the company gives notice of its claim to acquire the right to manage the Premises and ending with the date which is either—

- (a) the acquisition date in accordance with section 90 of the 2002 Act; or
- (b) the date of withdrawal or deemed withdrawal of that notice in accordance with sections 86 or 87 of that Act.

(5) If, for any reason—

- (a) a person who is not a member of the company becomes a qualifying tenant or landlord jointly with persons who are members of the company, but fails to apply for membership within 28 days, or
- (b) a member who is a qualifying tenant or landlord jointly with such persons dies or becomes bankrupt and that member's personal representatives or trustee in bankruptcy do not apply for membership within 56 days, or
- (c) a member who is a qualifying tenant or landlord jointly with such persons resigns from membership pursuant to article 27(3),

those persons, unless they are otherwise entitled to be members of the company by reason of their interest in some other flat or lease, also cease to be members of the company with immediate effect. All such persons are, however, entitled to re-apply for membership in accordance with article 26.

#### **Commencement Information**

**I30** Sch. 1 art. 27 in force at 30.11.2011, see [reg. 1\(2\)](#)

## **PART 4**

### **DECISION-MAKING BY MEMBERS**

#### **ORGANISATION OF GENERAL MEETINGS**

##### **Attendance and speaking at general meetings**

**28.**—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

---

**Commencement Information**

**I31** Sch. 1 art. 28 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Quorum for general meetings**

**29.**—(1) No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum as set out at paragraph (2).

(2) The quorum for the meeting is 20 per cent of the members of the company entitled to vote upon the business to be transacted, or two members of the company so entitled (whichever is the greater) present in person or by proxy.

---

**Commencement Information**

**I32** Sch. 1 art. 29 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Chairing general meetings**

**30.**—(1) If the directors have appointed a chair, the chair is to preside over general meetings if present and willing to do so.

(2) If the directors have not appointed a chair, or if the chair is unwilling to preside over the meeting or is not present within ten minutes of the time at which a meeting was due to start—

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

must appoint a director or member to act as chair of the meeting, and the appointment of the chair must be the first business of the meeting.

(3) The person acting as chair of a meeting in accordance with this article is referred to as “the chair of the meeting”.

---

**Commencement Information**

**I33** Sch. 1 art. 30 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Attendance and speaking by directors and non-members**

**31.**—(1) Directors may attend and speak at general meetings, whether or not they are members.

(2) The chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

#### Commencement Information

**I34** Sch. 1 art. 31 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Adjournment

**32.**—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

(2) The chair of the meeting may adjourn a general meeting at which a quorum is present if—

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(3) The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

(4) When adjourning a general meeting, the chair of the meeting must—

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### Commencement Information

**I35** Sch. 1 art. 32 in force at 30.11.2011, see [reg. 1\(2\)](#)

## VOTING AT GENERAL MEETINGS

### Voting: general

**33.**—(1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

(2) If there are no landlords under leases of the whole or any part of the Premises who are members of the company, then one vote is available to be cast in respect of each flat in the Premises. The vote is to be cast by the member who is the qualifying tenant of the flat.

(3) At any time at which there are any landlords under leases of the whole or any part of the Premises who are members of the company, the votes available to be cast are determined as follows—

- (a) there will first be allocated to each residential unit in the Premises the same number of votes as equals the total number of members of the company who are landlords under leases of the whole or any part of the Premises. Landlords under such a lease who are



regarded as jointly being a member of the company will be counted as one member for this purpose;

- (b) if at any time the Premises includes any non-residential part, a total number of votes will be allocated to that part as will equal the total number of votes allocated to the residential units multiplied by a factor of A/B, where A is the total internal floor area of the non-residential parts and B is the total internal area of all the residential parts. Non-residential parts and the internal floor area are to be determined in accordance with paragraph 1 of Schedule 6 to the 2002 Act. Calculations of the internal floor area are to be measured in square metres, fractions of floor area of less than half a square metre are to be ignored and fractions of floor area in excess of half a square metre are to be counted as a whole square metre;
- (c) the member who is the qualifying tenant of a residential unit is entitled to cast the votes allocated to that unit, or if there is no qualifying tenant of that unit, the member who is the immediate landlord is so entitled. The immediate landlord will not be entitled to the vote of a residential unit held by a qualifying tenant who is not a member of the RTM company;
- (d) the immediate landlord of a non-residential part included in the Premises is entitled to cast the votes allocated that part, or where there is no lease of a non-residential part, the freeholder is so entitled. Where there is more than one such person, the total number of votes allocated to the non-residential part are to be divided between them in proportion to the internal floor area of their respective parts. Any resulting entitlement to a fraction of a vote is to be ignored;
- (e) if a residential unit is not subject to any lease, there is no entitlement to cast any votes in respect of it;
- (f) any person who is a landlord under a lease or leases of the whole or any part of the Premises and who is a member of the company but is not otherwise entitled to any votes, is entitled to one vote.

(4) In the case of any persons who are to be regarded as jointly being members of the company, any such person may exercise the voting rights to which such members are jointly entitled, but where more than one such person tenders a vote, whether in person or by proxy, the vote of the senior is to be accepted to the exclusion of the votes of the others, and seniority is to be determined by the order in which the names of such persons appear in the register of members in respect of the flat or lease (as the case may be) in which they are interested.

**Commencement Information**

**I36** Sch. 1 art. 33 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Errors and disputes**

**34.**—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

(2) Any such objection must be referred to the chair of the meeting whose decision is final.

**Commencement Information**

**I37** Sch. 1 art. 34 in force at 30.11.2011, see [reg. 1\(2\)](#)

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

## Poll votes

- 35.**—(1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by—
- (a) the chair of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if—
- (a) the poll has not yet been taken, and
  - (b) the chair of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chair of the meeting directs.

### Commencement Information

**I38** Sch. 1 art. 35 in force at 30.11.2011, see [reg. 1\(2\)](#)

## Content of proxy notices

- 36.**—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### Commencement Information

**I39** Sch. 1 art. 36 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Delivery of proxy notices

**37.**—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjustment of it even though a valid proxy notice has been delivered to the company by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### Commencement Information

**I40** Sch. 1 art. 37 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Amendments to resolutions

**38.**—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

#### Commencement Information

**I41** Sch. 1 art. 38 in force at 30.11.2011, see [reg. 1\(2\)](#)

## PART 5

### ADMINISTRATIVE ARRANGEMENTS

#### Means of communication to be used

**39.**—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Acts provides for documents or

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

information which are authorised or required by any provision of those Acts to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### Commencement Information

**I42** Sch. 1 art. 39 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Company seals

**40.**—(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this article, an authorised person is—

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### Commencement Information

**I43** Sch. 1 art. 40 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Inspection and copying of accounts and other records

**41.** In addition to, and without derogation from, any right conferred by statute, any member has the right, on reasonable notice, at such time and place as is convenient to the company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the company, upon payment of any reasonable charge for copying. Such rights are subject to—

- (a) any resolution of the company in general meeting;
- (b) in the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material, the disclosure of which would be contrary to the interests of the company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the member); and
- (c) any other reasonable conditions that the directors may impose.

#### Commencement Information

**I44** Sch. 1 art. 41 in force at 30.11.2011, see [reg. 1\(2\)](#)

### **Provision for employees on cessation of business**

**42.** The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

#### **Commencement Information**

**I45** Sch. 1 art. 42 in force at 30.11.2011, see [reg. 1\(2\)](#)

## **PART 6**

### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **Indemnity**

**43.—**(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a “relevant director” means any director or former director of the company or an associated company.

#### **Commencement Information**

**I46** Sch. 1 art. 43 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### **Insurance**

**44.—**(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

- (a) a “relevant director” means any director or former director of the company or an associated company,
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the

**Status:** Point in time view as at 30/11/2011.

**Changes to legislation:** There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)

company, and associated company or any pension fund or employees' share scheme of the company or associated company, and

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

#### Commencement Information

**I47** Sch. 1 art. 44 in force at 30.11.2011, see [reg. 1\(2\)](#)

## SCHEDULE 2

Regulation 2

ERTHYGLAU CYMDEITHASU CWMNI RTM  
DEDDF CWMNIAU 2006  
ERTHYGLAU CYMDEITHASU [ENW] CWMNI RTM CYFYNGEDIG  
CWMNI CYFYNGEDIG DRWY WARRANT SYDD HEB GYFALAF CYFRANDDALIADAU

## RHAN 1

DEHONGLI, ENWAU AC AMCANION  
CWMNI RTM A CHYFYNGU ATEBOLRWYDD

### Diffinio termau

1. Yn yr erthyglau, onid yw'r cyd-destun yn mynnu fel arall—
  - mae i “aelod” yr ystyr a roddir i “member” yn adran 112 o Ddeddf 2006;
  - mae i “cadeirydd” yr ystyr a roddir yn erthygl 17;
  - mae i “cadeirydd y cyfarfod” yr ystyr a roddir yn erthygl 30;
  - mae i “cwmni RTM” (cwmni Hawl i Reoli) yr ystyr a roddir i “RTM company” yn adran 73 o Ddeddf 2002;
  - ystyr “cyfarwyddwr” yw cyfarwyddwr cwmni, ac y mae'n cynnwys unrhyw berson sy'n dal swydd cyfarwyddwr, pa bynnag enw a roddir ar y swydd honno;
  - mae i “cymryd rhan”, mewn perthynas â chyfarfod cyfarwyddwyr, yr ystyr a roddir yn erthygl 15;
  - ystyr “Deddf 2002” yw Deddf Cyfundaliad a Diwygio Cyfraith Lesdaliad 2002;
  - mae i “Deddfau Cwmniau” yr ystyr a roddir i “Companies Acts” fel y'u diffinnir yn adran 2 o Ddeddf Cwmniau 2006(6), i'r graddau y maent yn gymwys i'r cwmni;
  - mae “dogfen”, oni phennir yn wahanol, yn cynnwys unrhyw ddogfen a anfonir neu a gyflenwir mewn ffurf electronig;
  - ystyr “erthyglau” yw erthyglau cymdeithasu'r cwmni;
  - ystyr “y Fangre” yw [enw a chyfeiriad];
  - mae i “ffurf electronig” yr ystyr a roddir i “electronic form” yn adran 1168 o Ddeddf Cwmniau 2006 (“Deddf 2006”);

(6) 2006 (c. 46).

mae i “hysbysiad dirprwy” yr ystyr a roddir yn erthygl 36;  
mae i “is-gwmni” yr ystyr a roddir i “subsidiary” yn adran 1159 o Ddeddf 2006;  
ystyr “landlord uniongyrchol”, mewn perthynas ag uned yn y Fangre, yw'r person—  
(a) os yw'r uned yn ddarostyngedig i les, sy'n landlord o dan y les; neu  
(b) os yw'r uned yn ddarostyngedig i ddwy neu ragor o lesioedd, sy'n landlord o dan ba un bynnag o'r lesioedd sy'n israddol i'r lleill;  
mae “methdaliad” yn cynnwys achos ansolfedd unigol, sy'n cael effaith gyffelyb i fethdaliad, mewn awdurdodaeth arall ac eithrio Cymru a Lloegr neu Ogledd Iwerddon;  
mae i “penderfyniad arbennig” yr ystyr a roddir i “special resolution” yn adran 283 o Ddeddf 2006;  
mae i “penderfyniad cyffredin” yr ystyr a roddir i “ordinary resolution” yn adran 282 o Ddeddf 2006;  
mae i “tenant cymwys” yr ystyr a roddir i “qualifying tenant” yn adrannau 72 a 112 o Ddeddf 2002;  
ystyr “uned breswyl” yw fflat neu unrhyw set arall ar wahân sy'n fangre a adeiladwyd neu a addaswyd at ddibenion annedd; ac  
ystyr “ysgrifen” yw geiriau, symbolau neu wybodaeth arall, a gynrychiolir neu a atgynhyrchir mewn ffurf weladwy, gan ddefnyddio unrhyw ddull neu gyfuniad o ddulliau, ar gyfer eu hanfon neu'u cyflenwi mewn ffurf electronig neu rywfodd arall.

(2) Onid yw'r cyd-destun yn mynnu fel arall, mae i eiriau ac ymadroddion eraill a geir yn yr erthyglau hyn yr un ystyr ag sydd iddynt yn Neddf Cwmnïau 2006 fel yr oedd mewn grym ar y dyddiad y gwnaed Rheoliadau Cwmnïau RTM (Erthyglau Enghreifftiol) (Cymru) 2011.

**Commencement Information**

**I48** Sch. 2 art. 1 in force at 30.11.2011, see [reg. 1\(2\)](#)

**ENW AC AMCANION Y CWMNI RTM**

2. Enw'r cwmni yw [*enw*] Cwmni RTM Cyfyngedig.

**Commencement Information**

**I49** Sch. 2 art. 2 in force at 30.11.2011, see [reg. 1\(2\)](#)

3. Lleolir swyddfa gofrestredig y cwmni yng [*Nghymru*] / [*Nghymru a Lloegr*].

**Commencement Information**

**I50** Sch. 2 art. 3 in force at 30.11.2011, see [reg. 1\(2\)](#)

4. Yr amcanion y sefydlir y cwmni ar eu cyfer yw caffael ac arfer, yn unol â Deddf 2002, yr hawl i reoli'r Fangre.

**Commencement Information**

**I51** Sch. 2 art. 4 in force at 30.11.2011, see [reg. 1\(2\)](#)

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

5. Rhaid peidio â dehongli'r amcanion hyn mewn ffordd gyfyng ond yn hytrach, rhaid rhoi'r dehongliad ehangaf iddynt. Er mwyn hyrwyddo'r amcanion, ond nid fel arall, bydd gan y cwmni y pŵer i wneud popeth a awdurdodir neu sy'n ofynnol i gwmni RTM ei wneud, drwy ac o dan Ddeddf 2002, ac yn benodol (ond heb rannirymu grym cyffredinol yr uchod)—

- (a) paratoi, gwneud a bwrw ymlaen â hawliad i gaffael yr hawl i reoli'r Fangre, neu ei dynnu'n ôl;
- (b) arfer swyddogaethau rheoli o dan lesioedd o'r cyfan neu unrhyw ran o'r Fangre yn unol ag adrannau 96 a 97 o Ddeddf 2002;
- (c) arfer swyddogaethau mewn perthynas â rhoi cymeradwyaethau o dan lesioedd hir o'r cyfan neu unrhyw ran o'r Fangre yn unol ag adrannau 98 a 99 o Ddeddf 2002;
- (ch) yn unol ag adrannau 100 a 101 o Ddeddf 2002, monitro, cadw golwg, adrodd wrth y landlord, a sicrhau neu orfodi cyflawni telerau unrhyw gyfamod, ymgymeriad, dyletswydd neu ymrwymiad, gan unrhyw berson, sy'n gysylltiedig mewn unrhyw fodd â'r Fangre neu'n effeithio arni neu unrhyw rai o'i meddianwyr;
- (d) negodi a gwneud ceisiadau i amrywio lesioedd yn unol â Rhan 4 o Ddeddf Landlord a Tenant 1987 (“Deddf 1987”);
- (dd) gwneud y pethau eraill hynny a chyflawni'r swyddogaethau eraill hynny mewn perthynas â'r Fangre neu unrhyw lesioedd o'r cyfan neu unrhyw ran o'r Fangre y cytunir arnynt o bryd i'w gilydd gyda'r landlord neu'r landlordiaid neu unrhyw bartïon eraill i'r les, yn ôl fel y digwydd;
- (e) darparu a chynnal gwasanaethau ac amwynderau o bob disgrifiad mewn perthynas â'r Fangre;
- (f) cynnal, ailaddurno, trwsio, adnewyddu, ailbeintio a glanhau'r Fangre; a thrin, cynnal, tirlunio a phlannu unrhyw erddi, libart neu dir sy'n rhan o'r Fangre;
- (ff) ymrwymo mewn contractau ag adeiladwyr, glanhawyr, contractwyr, addurnwyr, gaddwyr, tenantiaid neu unrhyw berson arall;
- (g) ymgynghori ag unrhyw gynghorwyr proffesiynol a chadw eu gwasanaeth;
- (ng) cyflogi unrhyw staff ac asiantwyr rheoli neu asiantwyr eraill;
- (h) talu, rhoi cydnabyddiaeth neu wobrwyo mewn unrhyw fodd i unrhyw berson sy'n cyflenwi nwyddau neu wasanaethau i'r cwmni;
- (i) gwneud unrhyw gytundebau priodol neu ganlyniadol neu drefniadau er mwyn i'r hawl i reoli'r Fangre beidio â bod yn arferadwy gan y cwmni;
- (j) dyroddi a derbyn unrhyw hysbysiad, gwrth-hysbysiad, caniatâd neu gyfathrebiad arall a gohebu ynghylch y Fangre neu'r hyn sy'n effeithio arni mewn unrhyw fodd, rheolaeth y Fangre, meddianwyr y Fangre, y cwmni, unrhyw un o'i weithgareddau, neu unrhyw un o'i aelodau;
- (l) cychwyn, amddiffyn, cymryd rhan mewn, neu fwrw ymlaen ag unrhyw gais i unrhyw lys neu dribiwnlys o unrhyw ddisgrifiad neu mewn unrhyw achos arall gerbron unrhyw lys neu dribiwnlys o'r fath;
- (ll) yswirio'r Fangre neu unrhyw eiddo arall y cwmni, neu eiddo y mae ganddo fuddiant ynddo, hyd at a chan gynnwys cost lawn ailadeiladu ac adfer y Fangre, gan gynnwys TAW, ffioedd penseiri, peirianwyr, cyfreithwyr, syrfewyr a'r holl bersonau proffesiynol eraill, y ffioedd sy'n daladwy ar unrhyw geisiadau am ganiatâd cynllunio neu ganiatadau neu gydsyniadau eraill a allai fod yn ofynnol mewn perthynas ag ailadeiladu neu adfer y Fangre, y gost o baratoi'r safle gan gynnwys cludo malurion ymaith, chwalu, gwaith cynnal ac ategu, clirio'r safle ac unrhyw waith a all fod yn ofynnol drwy statud, a mân dreuliau, yn ddarostyngedig i ba bynnag symiau trothwy, eithriadau neu gyfyngiadau sy'n



arferol ym marchnad yswiriant Llundain. Yswirio'r cwmni a'i gyfarwyddwyr, swyddogion neu archwilwyr rhag atebolrwydd cyhoeddus ac unrhyw risgiau eraill yr ystyria'n ddoeth neu'n ddymunol yswirio rhagddynt;

- (m) casglu neu dderbyn arian oddi wrth unrhyw berson ar gyfer taliadau gweinyddol, taliadau gwasanaeth, neu daliadau eraill mewn perthynas â'r Fangre a phan fo'n ofynnol yn ôl y gyfraith, trafod, dal neu fuddsoddi'r arian yn unol â darpariaethau Deddf 1987 ac unrhyw orchmynion neu reoliadau a wneir o dan y Ddeddf honno o bryd i'w gilydd;
- (n) sefydlu, gwneud a gweithredu unrhyw ymddiriedolaethau y gellir yn gyfreithiol, neu sy'n ofynnol yn ôl y gyfraith, eu sefydlu, eu gweithredu neu eu gwneud gan y cwmni;
- (o) sefydlu a chynnal cronfeydd cyfalaf wrth gefn, cronfeydd rheoli ac unrhyw ffurf ar gronfa ad-dalu er mwyn talu, neu gyfrannu tuag at, yr holl gostau, ffioedd a threuliau eraill a dynnir wrth weithredu amcanion y cwmni;
- (p) buddsoddi unrhyw arian sydd gan y cwmni yn y Deyrnas Unedig drwy ei adneuo gyda llog gydag unrhyw sefydliad ariannol lle y ceir dal cronfa ymddiriedolaeth o gyfraniadau tâl gwasanaeth yn unol â Deddf 1987; neu ei fuddsoddi mewn modd arall (gan gynnwys prynu gwarannau a buddsoddiadau eraill) a awdurdodir gan y cwmni o bryd i'w gilydd mewn cyfarfod cyffredinol; a dal, gwerthu neu waredu fel arall unrhyw fuddsoddiadau o'r fath;
- (ph) yn ddarostyngedig i unrhyw amodau neu gyfyngiadau a osodir gan y cwmni mewn cyfarfodydd cyffredinol o bryd i'w gilydd, ac yn ddarostyngedig i ddarparu sicrwydd digonol a thalu llog, talu blaensymiau a rhoi benthyc arian neu roi credyd i unrhyw berson; ymrwymo mewn gwarantau, contractau indemnio a meichiau; derbyn arian ar adnau neu ar fenthyc; a sicrhau neu warantu y telir unrhyw swm o arian neu y cyflawnir unrhyw ymrwymiad gan unrhyw berson;
- (r) yn ddarostyngedig i unrhyw gyfyngiadau neu amodau a osodir gan y cwmni mewn cyfarfod cyffredinol o bryd i'w gilydd, cymryd benthyc a chodi arian mewn unrhyw fodd a sicrhau yr ad-delir unrhyw arian a gymerir ar fenthyc, a godir neu sy'n ddyledus drwy forgais, arwystl, sicrwydd safonol, hawlrwym neu sicrwydd arall ar y cyfan neu ar ran o eiddo neu asedau'r cwmni (boed yn y presennol neu'r dyfodol);
- (rh) gweithredu cyfrifon banc a thynnu, gwneud, derbyn, ardystio, disgowntio, negodi, gweithredu a dyroddi sieciau, biliau cyfnewid, dyledebion, nodion addewidiol ac offerynnau cyfnewidiadwy neu drosglwyddadwy eraill;
- (s) talu'r cyfan neu unrhyw rai o'r treuliau a dynnwyd mewn cysylltiad â hyrwyddo, ffurfio ac ymgorffori'r cwmni, neu contractio ag unrhyw berson i dalu treuliau o'r fath;
- (t) monitro a phenderfynu, at ddibenion pleidleisio neu at unrhyw ddiben arall, dimensiynau ffisegol y Fangre ac unrhyw ran neu rannau o'r Fangre, a chymryd neu gael unrhyw fesuriadau priodol;
- (th) ymrwymo mewn unrhyw gytundebau neu drefniadau gydag unrhyw lywodraeth, neu awdurdod (canolog, trefol, lleol, neu fel arall) sy'n ymddangos yn fuddiol er mwyn cyflawni amcanion y cwmni, a sicrhau gan unrhyw lywodraeth neu awdurdod o'r fath unrhyw siarteri, archddyfarniadau, hawliau, breintiau neu gonsesiynau a ystyrir yn ddymunol gan y cwmni, a chyflawni, arfer, a chydymffurfio ag unrhyw siarteri, archddyfarniadau, hawliau, breintiau a chonsesiynau o'r fath;
- (u) gwneud yr holl bethau a bennir am y tro yn erthyglau cymdeithasu'r cwmni;
- (w) gwneud neu gaffael neu drefnu ar gyfer gwneud y cyfan neu unrhyw rai o'r pethau neu faterion a grybwyllir uchod mewn unrhyw ran o'r byd, a hynny naill ai fel penaduriaid, asiantwyr, contractwyr neu fel arall, a chan neu drwy asiantwyr, broceriaid, is-gontractwyr neu fel arall, a naill ai ar ei ben ei hunan neu ar y cyd ag eraill; ac

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

- (y) gwneud yr holl bethau cyfreithlon eraill hynny sy'n gysylltiedig ag ymgyrraedd at neu gyflawni amcanion y cwmni, neu'n ffafriol iddo.

**Commencement Information**

**I52** Sch. 2 art. 5 in force at 30.11.2011, see [reg. 1\(2\)](#)

6. Rhaid defnyddio incwm y cwmni, o ba le bynnag y deillia, at yr unig ddiben o hyrwyddo amcanion y cwmni, ac ni cheir gwneud dosraniad i'w aelodau, mewn arian nac fel arall, ac eithrio wrth ddirwyn y cwmni i ben.

**Commencement Information**

**I53** Sch. 2 art. 6 in force at 30.11.2011, see [reg. 1\(2\)](#)

**CYFYNGU ATEBOLRWYDD**

**Atebolrwydd yr aelodau**

7. Mae atebolrwydd yr aelodau yn gyfyngedig i £1 yr un, sef y swm y maent yn ymgymryd i'w gyfrannu i asedau'r cwmni os digwydd iddo gael ei ddirwyn i ben tra bônt yn aelod, neu o fewn un flwyddyn wedi iddynt beidio â bod yn aelod, ar gyfer—

- (a) talu dyledion a rhwymedigaethau'r cwmni a gontractiwyd cyn iddynt beidio â bod yn aelod;
- (b) talu costau, ffioedd a threuliau dirwyn i ben; ac
- (c) addasu hawliau'r cyfranwyr ymysg ei gilydd.

**Commencement Information**

**I54** Sch. 2 art. 7 in force at 30.11.2011, see [reg. 1\(2\)](#)

**RHAN 2**

**CYFARWYDDWYR**

**PWERAU A CHYFRIFOLDEBAU CYFARWYDDWYR**

**Awdurdod cyffredinol cyfarwyddwyr**

8. Yn ddarostyngedig i'r erthyglau, mae'r cyfarwyddwyr yn gyfrifol am reoli busnes y cwmni, ac at y diben hwnnw cânt arfer holl bwerau'r cwmni.

**Commencement Information**

**I55** Sch. 2 art. 8 in force at 30.11.2011, see [reg. 1\(2\)](#)

## Pŵer wrth gefn yr aelodau

9.—(1) Caiff yr aelodau, drwy benderfyniad arbennig, gyfarwyddo'r cyfarwyddwyr i gymryd cam penodol, neu ymatal rhag cymryd cam penodol.

(2) Ni chaiff unrhyw benderfyniad arbennig o'r fath annilysu unrhyw beth a wnaed gan y cyfarwyddwyr cyn pasio'r penderfyniad.

### Commencement Information

I56 Sch. 2 art. 9 in force at 30.11.2011, see [reg. 1\(2\)](#)

## Caiff cyfarwyddwyr ddirprwyo

10.—(1) Yn ddarostyngedig i'r erthyglau, caiff y cyfarwyddwyr ddirprwyo unrhyw rai o'r pwerau a roddir iddynt o dan yr erthyglau—

- (a) i ba bynnag berson neu bwyllgor;
- (b) drwy ba bynnag ddull (gan gynnwys atwrneiaeth);
- (c) i ba bynnag raddau;
- (ch) mewn perthynas â pha bynnag faterion; a
- (d) ar ba bynnag delerau ac amodau;

ag y tybiant yn briodol.

(2) Os yw'r cyfarwyddwyr yn pennu felly, caiff unrhyw ddirprwyo o'r fath awdurdodi dirprwyo pwerau'r cyfarwyddwyr ymhellach, gan unrhyw berson y dirprwywyd y pwerau iddo.

(3) Caiff y cyfarwyddwyr ddirymu unrhyw ddirprwyo yn gyfan gwbl neu'n rhannol, neu newid amodau a thelerau'r dirprwyo.

### Commencement Information

I57 Sch. 2 art. 10 in force at 30.11.2011, see [reg. 1\(2\)](#)

## Pwyllgorau

11. Rhaid i bwyllgorau y mae'r cyfarwyddwyr yn dirprwyo unrhyw rai o'u pwerau iddynt, ddilyn gweithdrefnau sy'n seiliedig, i'r graddau y maent yn gymwys, ar y darpariaethau hynny o'r erthyglau sy'n llywodraethu gwneud penderfyniadau gan gyfarwyddwyr.

### Commencement Information

I58 Sch. 2 art. 11 in force at 30.11.2011, see [reg. 1\(2\)](#)

## GWNEUD PENDERFYNIADAU GAN GYFARWYDDWYR

## Cyfarwyddwyr i wneud penderfyniadau ar y cyd

12.—(1) Y rheol gyffredinol ynglŷn â gwneud penderfyniadau gan gyfarwyddwyr yw fod rhaid i unrhyw benderfyniad gan y cyfarwyddwyr fod naill ai'n benderfyniad mwyaftrif mewn cyfarfod neu'n benderfyniad a wneir yn unol ag erthygl 13.

(2) Os—

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

- (a) un cyfarwyddwr yn unig sydd gan y cwmni, a
- (b) nad oes darpariaeth o'r erthyglau sy'n ei gwneud yn ofynnol bod ganddo fwy nag un cyfarwyddwr,

nid yw'r rheol gyffredinol yn gymwys, a chaiff y cyfarwyddwr wneud penderfyniadau heb ystyried unrhyw ddarpariaethau o'r erthyglau mewn perthynas â gwneud penderfyniadau gan gyfarwyddwr.

#### Commencement Information

**I59** Sch. 2 art. 12 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Penderfyniadau unfrydol

**13.**—(1) Gwneir penderfyniad gan y cyfarwyddwyr yn unol â'r erthygl hon pan fo pob un o'r cyfarwyddwyr cymwys yn dynodi, y naill wrth y llall gan ddefnyddio unrhyw ddull, eu bod yn rhannu safbwynt cyffredin ar y mater.

(2) Caiff penderfyniad o'r fath fod ar ffurf penderfyniad ysgrifenedig, y llofnodwyd copiâu ohono gan bob cyfarwyddwr cymwys, neu y dynododd pob cyfarwyddwr cymwys, mewn ysgrifenedig rywfodd arall, ei fod yn cytuno â'r penderfyniad.

(3) Mae'r cyfeiriadau yn yr erthygl hon at gyfarwyddwyr cymwys yn gyfeiriadau at gyfarwyddwyr y byddai hawl ganddynt i bleidleisio ar y mater pe bai'r mater wedi ei gynnig fel penderfyniad mewn cyfarfod o'r cyfarwyddwyr.

(4) Ni chaniateir gwneud penderfyniad yn unol â'r erthygl hon os na fyddai'r cyfarwyddwyr cymwys wedi ffurfio cworwm mewn cyfarfod o'r fath.

#### Commencement Information

**I60** Sch. 2 art. 13 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Galw cyfarfod cyfarwyddwyr

**14.**—(1) Caiff unrhyw gyfarwyddwr alw cyfarfod o'r cyfarwyddwyr drwy roi hysbysiad o'r cyfarfod i'r cyfarwyddwyr neu drwy awdurdodi ysgrifennydd y cwmni (os oes ysgrifennydd) i roi hysbysiad o'r fath.

(2) Rhaid i hysbysiad o unrhyw gyfarfod o'r cyfarwyddwyr bennu—

- (a) dyddiad ac amser arfaethedig y cyfarfod;
- (b) y man lle y'i cynhelir; ac
- (c) os rhagwelir na fydd y cyfarwyddwyr a fydd yn cymryd rhan yn y cyfarfod i gyd yn yr un man, sut y bwriedir iddynt gyfathrebu â'i gilydd yn ystod y cyfarfod.

(3) Rhaid rhoi hysbysiad o gyfarfod o'r cyfarwyddwyr i bob cyfarwyddwr, ond nid oes raid i'r hysbysiad fod mewn ysgrifenedig.

(4) Nid oes raid rhoi hysbysiad o gyfarfod o'r cyfarwyddwyr i gyfarwyddwyr sy'n ildio'u hawl i gael eu hysbysu o'r cyfarfod hwnnw, drwy roi hysbysiad i'r perwyl hwnnw i'r cwmni, ddim mwy na 7 diwrnod ar ôl y dyddiad y cynhelir y cyfarfod. Pan roddir hysbysiad o'r fath ar ôl cynnal y cyfarfod, nid yw hynny'n effeithio ar ddilysrwydd y cyfarfod nac unrhyw fusnes a gyflawnir ynddo.

**Commencement Information**

**I61** Sch. 2 art. 14 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Cymryd rhan mewn cyfarfodydd cyfarwyddwyr**

**15.**—(1) Yn ddarostyngedig i'r erthyglau, mae cyfarwyddwyr yn cymryd rhan mewn cyfarfod cyfarwyddwyr, neu ran o gyfarfod cyfarwyddwyr—

- (a) pan fo'r cyfarfod wedi ei alw ac yn cael ei gynnal yn unol â'r erthyglau, a
- (b) pan fo modd i bob un ohonynt gyfathrebu i'r lleill unrhyw wybodaeth neu farnau sydd ganddynt ynglŷn ag unrhyw eitem benodol o fusnes y cyfarfod.

(2) Wrth benderfynu a yw cyfarwyddwyr yn cymryd rhan mewn cyfarfod cyfarwyddwyr ai peidio, mae'r lle y mae unrhyw gyfarwyddwr ynddo a'r dull a ddefnyddiant i gyfathrebu â'i gilydd yn amherthnasol.

(3) Os nad yw'r cyfarwyddwyr sy'n cymryd rhan mewn cyfarfod i gyd yn yr un lle, cânt benderfynu bod y cyfarfod i'w drin fel pe bai'n cael ei gynnal yn y lle y mae unrhyw un ohonynt ynddo.

**Commencement Information**

**I62** Sch. 2 art. 15 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Cworwm ar gyfer cyfarfodydd cyfarwyddwyr**

**16.**—(1) Mewn cyfarfod cyfarwyddwyr, oni fydd cworwm yn cymryd rhan, rhaid peidio â phleidleisio ar unrhyw gynnig ac eithrio cynnig i alw cyfarfod arall.

(2) Ceir pennu'r cworwm ar gyfer cyfarfodydd cyfarwyddwyr o bryd i'w gilydd gan benderfyniad y cyfarwyddwyr, ond ni chaiff y cworwm byth fod yn llai na dau, ac oni phennir fel arall, y cworwm fydd dau.

(3) Os yw nifer cyfanswm y cyfarwyddwyr am y tro yn llai na'r cworwm gofynnol, rhaid i'r cyfarwyddwyr beidio â gwneud unrhyw benderfyniad ac eithrio penderfyniad—

- (a) i benodi cyfarwyddwyr ychwanegol, neu
- (b) i alw cyfarfod cyffredinol er mwyn galluogi'r aelodau i benodi cyfarwyddwyr ychwanegol.

**Commencement Information**

**I63** Sch. 2 art. 16 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Cadeirio cyfarfodydd cyfarwyddwyr**

**17.**—(1) Caiff y cyfarwyddwyr benodi cyfarwyddwr i weithredu fel cadeirydd yn eu cyfarfodydd.

(2) Cyfeirir at y person a benodir felly am y tro fel y cadeirydd.

(3) Caiff y cyfarwyddwyr derfynu penodiad y cadeirydd ar unrhyw adeg.

(4) Os na fydd y cadeirydd yn cymryd rhan mewn cyfarfod cyfarwyddwyr o fewn deng munud o'r amser a bennwyd i gychwyn y cyfarfod, rhaid i'r cyfarwyddwyr sy'n cymryd rhan benodi un o'u plith i weithredu fel cadeirydd.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

#### Commencement Information

**I64** Sch. 2 art. 17 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Pleidlais fwrw

**18.**—(1) Os yw nifer y pleidleisiau o blaid ac yn erbyn cynnig, mae gan y cadeirydd neu'r cyfarwyddwr arall sy'n cadeirio'r cyfarfod bleidlais fwrw.

(2) Ond nid yw hyn yn gymwys os yn unol â'r erthyglau, ni cheir cyfrif y cadeirydd neu'r cyfarwyddwr arall hwnnw fel un sy'n cymryd rhan yn y broses o wneud penderfyniadau, at ddibenion cworwm neu bleidleisio.

#### Commencement Information

**I65** Sch. 2 art. 18 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Gwrthdrawiadau buddiannau

**19.**—(1) Os yw penderfyniad arfaethedig gan y cyfarwyddwyr yn ymwneud â thrafodiad neu drefniant gwirioneddol neu arfaethedig gyda'r cwmni, a buddiant gan gyfarwyddwr yn y trafodiad neu'r trefniant hwnnw, rhaid peidio â chyfrif y cyfarwyddwr hwnnw fel un sy'n cymryd rhan yn y broses o wneud penderfyniadau, at ddibenion cworwm neu bleidleisio.

(2) Ond os yw paragraff (3) yn gymwys, rhaid cyfrif cyfarwyddwr, sydd â buddiant mewn trafodiad neu drefniant gwirioneddol neu arfaethedig gyda'r cwmni, fel un sy'n cymryd rhan yn y broses o wneud penderfyniadau, at ddibenion cworwm a phleidleisio.

(3) Mae'r paragraff hwn yn gymwys—

- (a) pan fo'r cwmni, drwy benderfyniad cyffredin, yn datgymhwyso'r ddarpariaeth o'r erthyglau a fyddai, fel arall, yn rhwystro cyfarwyddwr rhag cael ei gyfrif fel un sy'n cymryd rhan yn y broses o wneud penderfyniadau;
- (b) pan na ellir, yn rhesymol, ystyried bod buddiant y cyfarwyddwr yn debygol o achosi gwrthdrawiad buddiannau; neu
- (c) pan fo gwrthdrawiad buddiannau'r cyfarwyddwr yn tarddu o achos a ganiateir.

(4) At ddibenion yr erthygl hon, mae'r canlynol yn achosion a ganiateir—

- (a) gwarant a roddwyd, neu sydd i'w rhoi, gan neu i gyfarwyddwr mewn perthynas â rhwymedigaeth a dynnwyd gan neu ar ran y cwmni neu unrhyw un o'i is-gwmnïau;
- (b) tanysgrifiad, neu gytundeb i danysgrifio, am warannau'r cwmni neu unrhyw un o'i is-gwmnïau, neu danysgrifennu neu is-danysgrifennu neu warantu tanysgrifiad am unrhyw warannau o'r fath; ac
- (c) trefniadau y rhoddir buddion yn unol â hwy i gyflogeion a chyfarwyddwyr neu gyn-gyflogeion a chyn-gyfarwyddwyr y cwmni neu unrhyw un o'i is-gwmnïau, ac nad ydynt yn darparu buddion arbennig i gyfarwyddwyr neu gyn-gyfarwyddwyr.

(5) At ddibenion yr erthygl hon, mae cyfeiriadau at benderfyniadau arfaethedig a phrosesau gwneud penderfyniadau yn cynnwys unrhyw gyfarfod cyfarwyddwyr neu ran o gyfarfod cyfarwyddwyr.

(6) Yn ddarostyngedig i baragraff (7), os oes cwestiwn yn codi mewn cyfarfod cyfarwyddwyr neu mewn pwyllgor o'r cyfarwyddwyr ynghylch hawl cyfarwyddwr i gymryd rhan yn y cyfarfod (neu ran o'r cyfarfod) at ddibenion pleidleisio neu gworwm, ceir cyfeirio'r cwestiwn, cyn diwedd y

cyfarfod, i'r cadeirydd, a bydd dyfarniad y cadeirydd, mewn perthynas ag unrhyw gyfarwyddwr ac eithrio'r cadeirydd, yn derfynol a phendant.

(7) Os oes unrhyw gwestiwn ynghylch hawl i gymryd rhan yn y cyfarfod (neu ran o'r cyfarfod) yn codi mewn perthynas â'r cadeirydd, rhaid penderfynu'r cwestiwn drwy benderfyniad o'r cyfarwyddwyr yn y cyfarfod hwnnw, ac at y diben hwnnw, ni cheir cyfrif y cadeirydd fel un sy'n cymryd rhan yn y cyfarfod (neu'r rhan honno o'r cyfarfod) at ddibenion pleidleisio neu gworwm.

**Commencement Information**

**I66** Sch. 2 art. 19 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Rhaid cadw cofnodion o benderfyniadau**

**20.** Rhaid i'r cyfarwyddwyr sicrhau bod y cwmni yn cadw cofnod, mewn ysgrifen, am 10 mlynedd o leiaf ar ôl dyddiad y penderfyniad a gofnodir, o bob penderfyniad unfrydol neu benderfyniad mwyafrif a wneir gan y cyfarwyddwyr.

**Commencement Information**

**I67** Sch. 2 art. 20 in force at 30.11.2011, see [reg. 1\(2\)](#)

**Disgresiwn y cyfarwyddwyr i wneud rheolau pellach**

**21.** Yn ddarostyngedig i'r erthyglau, caiff y cyfarwyddwyr wneud unrhyw reol a ystyriant yn briodol ynglŷn â'r modd y gwnânt benderfyniadau, a sut y cofnodir rheolau o'r fath neu y'u cyfathrebir i gyfarwyddwyr.

**Commencement Information**

**I68** Sch. 2 art. 21 in force at 30.11.2011, see [reg. 1\(2\)](#)

**PENODI CYFARWYDDWYR**

**Dulliau o benodi cyfarwyddwyr**

**22.—(1)** Ceir penodi yn gyfarwyddwr unrhyw berson sy'n fodlon i weithredu fel cyfarwyddwr, ac y caniateir iddo wneud hynny gan y gyfraith, naill ai—

- (a) drwy benderfyniad cyffredin, neu
- (b) drwy benderfyniad y cyfarwyddwyr.

(2) Mewn unrhyw achos pan, oherwydd marwolaeth, nad oes gan y cwmni unrhyw aelodau na chyfarwyddwyr, mae hawl gan gynrychiolwyr personol yr aelod olaf a fu farw, drwy hysbysiad ysgrifenedig, i benodi person i fod yn gyfarwyddwr.

(3) At ddibenion paragraff (2), os bu 2 neu ragor o aelodau farw mewn amgylchiadau sy'n creu ansicrwydd pa un a fu farw ddiwethaf, rhaid tybio bod yr aelod ieuengaf wedi goroesi aelod hŷn.

**Commencement Information**

**I69** Sch. 2 art. 22 in force at 30.11.2011, see [reg. 1\(2\)](#)

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

### Terfynu penodiad cyfarwyddwr

23. Mae person yn peidio â bod yn gyfarwyddwr cyn gynted ag—

- (a) y bo'r person hwnnw'n peidio â bod yn gyfarwyddwr yn rhinwedd unrhyw ddarpariaeth o'r Deddfau Cwmnïau neu y gwaherddir ef drwy gyfraith rhag bod yn gyfarwyddwr;
- (b) y gwneir gorchymyn methdal y person hwnnw;
- (c) y gwneir compôwnd gyda chredydwy'r person hwnnw yn gyffredinol, er mwyn bodloni dyledion y person hwnnw;
- (ch) y cyflwynir i'r cwmni farn ysgrifenedig gan ymarferydd meddygol cofrestredig sy'n trin y person hwnnw, yn datgan bod y person hwnnw wedi mynd yn analluog, yn gorfforol neu'n feddyliol, i weithredu fel cyfarwyddwr, ac y gallai'r person hwnnw barhau felly am fwy na thri mis;
- (d) oherwydd iechyd meddyliol y person hwnnw, y gwneir gorchymyn gan lys sydd, yn gyfan gwbl neu'n rhannol, yn rhwystro'r person hwnnw rhag arfer yn bersonol unrhyw bwerau neu hawliau a fyddai gan y person hwnnw fel arall;
- (dd) y caiff y cwmni hysbysiad gan y cyfarwyddwr ei fod yn ymddiswyddo, a'r cyfryw ymddiswyddiad wedi cael effaith yn unol â thelerau'r hysbysiad.

#### Commencement Information

**I70** Sch. 2 art. 23 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Cydnabyddiaeth cyfarwyddwyr

24. Ac eithrio gyda chydysyniad y cwmni mewn cyfarfod cyffredinol, nid oes hawl gan y cyfarwyddwyr i gael unrhyw gydnabyddiaeth. Rhaid i unrhyw benderfyniad sy'n rhoi cydsyniad o'r fath bennu swm y gydnabyddiaeth sydd i'w thalu i'r cyfarwyddwyr, ac oni fydd y penderfyniad yn darparu'n wahanol, ystyrir bod y gydnabyddiaeth yn cronni o ddiwrnod i ddiwrnod.

#### Commencement Information

**I71** Sch. 2 art. 24 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Treuliau cyfarwyddwyr

25. Caiff y cwmni dalu unrhyw dreuliau rhesymol a dynnir yn briodol gan y cyfarwyddwyr mewn cysylltiad â'u presenoldeb mewn—

- (a) cyfarfodydd cyfarwyddwyr neu bwyllgorau o'r cyfarwyddwyr,
- (b) cyfarfodydd cyffredinol, neu
- (c) cyfarfodydd ar wahân o ddeiliaid dyledebion y cwmni,

neu rywffodd arall mewn cysylltiad ag arfer eu pwerau a chyflawni eu cyfrifoldebau mewn perthynas â'r cwmni.

#### Commencement Information

**I72** Sch. 2 art. 25 in force at 30.11.2011, see [reg. 1\(2\)](#)



## RHAN 3

### DOD YN AELOD A PHEIDIO Â BOD YN AELOD

#### Cais am aelodaeth

26.—(1) Yn ddarostyngedig i baragraff (2), rhaid i bob person sy'n dymuno dod yn aelod o'r cwmni draddodi i'r cwmni gais cyflawn am aelodaeth yn y ffurf ganlynol (neu mewn ffurf sydd mor agos at y ffurf ganlynol ag y mae amgylchiadau'n caniatáu, neu mewn unrhyw ffurf arall sy'n arferol neu a gymeradwyir gan y cyfarwyddwyr):

At Fwrdd [*enw'r cwmni*], Yr wyf i, [*enw*] o [*cyfeiriad*] yn denant cymwys o [*cyfeiriad y fflat*] ac yn dymuno dod yn aelod o [*enw'r cwmni*] yn ddarostyngedig i ddarpariaethau Erthyglau Cymdeithasu'r cwmni ac i unrhyw reolau a wnaed o dan yr Erthyglau hynny. Yr wyf yn cytuno i dalu i'r cwmni swm o hyd at £1 os caiff y cwmni ei ddirwyn i ben tra byddaf yn aelod neu hyd at 12 mis wedi imi beidio â bod yn aelod. [*Llofnodwyd gan y ceisydd*] [*Dyddiedig*]

(2) Nid oes hawl gan unrhyw berson i gael ei dderbyn yn aelod o'r cwmni onid yw'r person hwnnw, naill ai ar ei ben ei hun neu ar y cyd ag eraill—

- (a) yn denant cymwys o fflat sydd yn y Fangre, fel a bennir yn adran 75 o Ddeddf 2002; neu
- (b) o'r dyddiad y mae'r cwmni'n caffael yr hawl i reoli'r Fangre yn unol â Deddf 2002, yn landlord o dan les o'r cyfan neu ran o'r Fangre.

(3) Mae person sydd, ynghyd â rhywun arall neu rywrai eraill, i'w ystyried yn gyd-denant cymwys o fflat neu'n gyd-landlord o dan les o'r cyfan neu ran o'r Fangre, i'w ystyried, unwaith y bydd wedi ei dderbyn, yn gyd-aelod o'r cwmni mewn perthynas â'r fflat neu'r les honno (yn ôl fel y digwydd).

(4) Rhaid i geisiadau am aelodaeth gan bersonau sydd i'w hystyried yn gyd-denant cymwys o fflat neu'n gyd-landlord o dan les o'r cyfan neu ran o'r Fangre, ddatgan enwau a chyfeiriadau pob un arall sydd â buddiant ar y cyd â hwy, ac ym mha drefn y maent yn dymuno ymddangos ar y gofrestr o aelodau mewn perthynas â'r cyfryw fflat neu les (yn ôl fel y digwydd).

(5) Rhaid i'r cyfarwyddwyr, unwaith y byddant wedi eu bodloni ynglŷn â chais y person a'i hawl i fod yn aelod, gofrestru'r cyfryw berson yn aelod o'r cwmni.

#### Commencement Information

173 Sch. 2 art. 26 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Peidio â bod yn aelod

27.—(1) Nid yw aelodaeth o'r cwmni yn drosglwyddadwy.

(2) Bydd unrhyw aelod nad yw, ar unrhyw adeg, yn bodloni'r gofynion ar gyfer aelodaeth a bennir yn erthygl 26 yn peidio â bod yn aelod o'r cwmni ar unwaith.

(3) Os bydd farw aelod (neu gyd-aelod) neu os â'n fethdalwr, bydd gan ei gynrychiolwyr personol neu'i ymddiriedolwr mewn methdaliad yr hawl i'w cofrestru, neu i'w gofrestru, yn aelod (neu'n gyd-aelod yn ôl fel y digwydd) drwy wneud cais i'r cwmni.

(4) Caiff aelod dynnu allan o'r cwmni a thrwy hynny beidio â bod yn aelod drwy hysbysu'r cwmni mewn ysgriflen saith diwrnod clir o leiaf ymlaen llaw. Nid yw unrhyw hysbysiad o'r fath yn effeithiol os rhoddir ef yn y cyfnod sy'n dechrau ar y dyddiad y mae'r cwmni'n cyflwyno hysbysiad o'i hawliad i gaffael yr hawl i reoli'r Fangre ac yn diweddu ar y dyddiad sydd naill ai—

- (a) y dyddiad caffael yn unol ag adran 90 o Ddeddf 2002; neu

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

- (b) y dyddiad y tynnir yr hysbysiad hwnnw yn ôl neu yr ystyrir iddo gael ei dynnu'n ôl yn unol ag adrannau 86 neu 87 o'r Ddeddf honno.
- (5) Beth bynnag fo'r rheswm—
- (a) os yw person nad yw'n aelod o'r cwmni yn dod yn denant cymwys neu'n landlord ar y cyd â phersonau sy'n aelodau o'r cwmni, ond nad yw'n gwneud cais am aelodaeth o fewn 28 diwrnod, neu
- (b) os bydd farw aelod sydd yn denant cymwys neu'n landlord ar y cyd â phersonau o'r fath, neu os â'n fethdalwr ac nad yw ei gynrychiolwyr personol neu'i ymddiriedolwr mewn methdaliad yn gwneud cais am aelodaeth o fewn 56 diwrnod, neu
- (c) os yw aelod sydd yn denant cymwys neu'n landlord ar y cyd â phersonau eraill o'r fath yn ymddiswyddo o fod yn aelod yn unol ag erthygl 27(3),

mae'r personau hynny, onid oes ganddynt hawl fel arall i fod yn aelodau o'r cwmni oherwydd eu buddiant mewn rhyw fflat neu les arall, hefyd yn peidio â bod yn aelodau o'r cwmni ar unwaith. Er hynny, bydd gan bob person o'r fath yr hawl i ailgeisio am aelodaeth yn unol ag erthygl 26.

#### Commencement Information

**I74** Sch. 2 art. 27 in force at 30.11.2011, see [reg. 1\(2\)](#)

## RHAN 4

### GWNEUD PENDERFYNIADAU GAN AELODAU

#### TREFNIADAETH CYFARFODYDD CYFFREDINOL

#### Presenoldeb a siarad mewn cyfarfodydd cyffredinol

**28.**—(1) Mae gan berson y gallu i arfer yr hawl i siarad mewn cyfarfod cyffredinol pan fo'r person hwnnw mewn sefyllfa i gyfathrebu i bawb sy'n bresennol yn y cyfarfod, yn ystod y cyfarfod, unrhyw wybodaeth neu farnau sydd gan y person hwnnw ynglŷn â busnes y cyfarfod.

(2) Mae gan berson y gallu i arfer yr hawl i bleidleisio mewn cyfarfod cyffredinol—

- (a) os gall y person hwnnw bleidleisio, yn ystod y cyfarfod, ar benderfyniadau y pleidleisir arnynt yn y cyfarfod, a
- (b) os gellir cymryd pleidlais y person hwnnw i ystyriaeth wrth benderfynu pa un a basiwyd penderfyniadau o'r fath ai peidio ar yr un pryd â phleidleisiau pob person arall sy'n bresennol yn y cyfarfod.

(3) Caiff y cyfarwyddwyr wneud pa bynnag drefniadau a ystyriant yn briodol i alluogi'r rhai sy'n bresennol mewn cyfarfod cyffredinol i arfer eu hawl i siarad neu bleidleisio ynddo.

(4) Wrth benderfynu ynghylch presenoldeb mewn cyfarfod cyffredinol, nid yw'n berthnasol pa un a yw unrhyw ddau neu ragor o'r aelodau sy'n bresennol yn yr un lle â'i gilydd ai peidio.

(5) Mae dau neu ragor o bersonau nad ydynt yn yr un lle â'i gilydd yn bresennol mewn cyfarfod cyffredinol os yw eu hamgylchiadau yn rhai sy'n caniatáu, os oes ganddynt (neu pe byddai ganddynt) hawliau i siarad a phleidleisio yn y cyfarfod hwnnw, y gallant (neu y gallent) arfer yr hawliau hynny.

#### Commencement Information

**I75** Sch. 2 art. 28 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Cworwm ar gyfer cyfarfodydd cyffredinol

29.—(1) Rhaid peidio â thrafod unrhyw fusnes mewn cyfarfod cyffredinol ac eithrio penodi cadeirydd y cyfarfod os nad yw'r personau sy'n bresennol yn y cyfarfod yn cyfansoddi cworwm fel a bennir ym mharagraff (2).

(2) Y cworwm ar gyfer y cyfarfod yw 20 y cant o aelodau'r cwmni sydd â hawl i bleidleisio ar y busnes sydd i'w drafod, neu ddau aelod o'r cwmni sydd â hawl o'r fath (pa un bynnag yw'r nifer mwyaf), yn bresennol naill ai'n bersonol neu drwy ddirprwy.

#### Commencement Information

I76 Sch. 2 art. 29 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Cadeirio cyfarfodydd cyffredinol

30.—(1) Os yw'r cyfarwyddwyr wedi penodi cadeirydd, rhaid i'r cadeirydd lywyddu'r cyfarfodydd cyffredinol os yw'n bresennol ac yn fodlon gwneud hynny.

(2) Os nad yw'r cyfarwyddwyr wedi penodi cadeirydd, neu os nad yw'r cadeirydd yn fodlon llywyddu'r cyfarfod, neu os nad yw'n bresennol o fewn deng munud o'r amser a bennwyd ar gyfer cychwyn y cyfarfod, rhaid i'r—

(a) cyfarwyddwyr sy'n bresennol, neu

(b) (os nad oes cyfarwyddwyr yn bresennol), cyfarfod,

benodi cyfarwyddwr neu aelod i weithredu fel cadeirydd y cyfarfod, a rhaid i benodi cadeirydd fod yn fusnes cyntaf y cyfarfod.

(3) Cyfeirir at y person sy'n gweithredu fel cadeirydd y cyfarfod yn unol â'r erthygl hon fel “cadeirydd y cyfarfod”.

#### Commencement Information

I77 Sch. 2 art. 30 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Cyfarwyddwyr a rhai nad ydynt yn aelodau yn bresennol ac yn siarad

31.—(1) Caiff cyfarwyddwyr fod yn bresennol a siarad mewn cyfarfodydd cyffredinol, pa un a ydynt yn aelodau ai peidio.

(2) Caiff cadeirydd y cyfarfod ganiatáu i bersonau eraill, nad ydynt yn aelodau o'r cwmni, fod yn bresennol a siarad mewn cyfarfod cyffredinol.

#### Commencement Information

I78 Sch. 2 art. 31 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Gohirio

32.—(1) Os nad yw'r personau sy'n bresennol mewn cyfarfod cyffredinol yn cyfansoddi cworwm o fewn hanner awr ar ôl yr amser a bennwyd ar gyfer cychwyn y cyfarfod, neu os yw cworwm yn peidio â bod yn bresennol yn ystod cyfarfod, rhaid i gadeirydd y cyfarfod ohirio'r cyfarfod.

(2) Caiff cadeirydd y cyfarfod ohirio cyfarfod cyffredinol y mae cworwm yn bresennol ynddo—

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

- (a) os yw'r cyfarfod yn cydsynio i'w ohirio, neu
  - (b) os yw'n ymddangos i gadeirydd y cyfarfod bod gohirio'n angenrheidiol er mwyn amddiffyn diogelwch unrhyw berson sy'n bresennol yn y cyfarfod neu sicrhau y cyflawnir busnes y cyfarfod mewn modd trefnus.
- (3) Rhaid i gadeirydd y cyfarfod ohirio cyfarfod cyffredinol os cyfarwyddir ef i wneud hynny gan y cyfarfod.
- (4) Wrth ohirio cyfarfod cyffredinol, rhaid i gadeirydd y cyfarfod—
- (a) naill ai bennu'r amser a'r lle y cynhelir y cyfarfod gohiriedig neu ddatgan y parheir y cyfarfod ar yr amser ac mewn lle sydd i'w pennu gan y cyfarwyddwyr, a
  - (b) rhoi sylw i unrhyw gyfarwyddiadau a roddwyd gan y cyfarfod ynglŷn ag amser a lleoliad unrhyw gyfarfod gohiriedig.
- (5) Os yw'r cyfarfod gohiriedig i'w barhau ymhen mwy na 14 diwrnod ar ôl ei ohirio, rhaid i'r cwmni roi hysbysiad y'i cynhelir o leiaf 7 diwrnod clir (hynny yw, heb gynnwys diwrnod y cyfarfod gohiriedig na'r diwrnod y rhoddir yr hysbysiad) ymlaen llaw—
- (a) i'r un personau y mae'n ofynnol rhoi iddynt hysbysiad o gyfarfodydd cyffredinol y cwmni, a
  - (b) gan gynnwys yr un wybodaeth ag y mae'n ofynnol i hysbysiad o'r fath ei chynnwys.
- (6) Ni cheir trafod unrhyw fusnes mewn cyfarfod cyffredinol gohiriedig, na ellid bod wedi ei drafod yn briodol yn y cyfarfod pe na bai'r gohirio wedi digwydd.

#### Commencement Information

**I79** Sch. 2 art. 32 in force at 30.11.2011, see [reg. 1\(2\)](#)

### PLEIDLEISIO MEWN CYFARFODYDD CYFFREDINOL

#### Pleidleisio: cyffredinol

**33.**—(1) Rhaid i benderfyniad y pleidleisir arno mewn cyfarfod cyffredinol gael ei benderfynu drwy ddangos dwylo oni ofynnir yn briodol am gynnal pŵl yn unol â'r erthyglau.

(2) Os nad oes landlordiaid o dan lesioedd o'r cyfan neu unrhyw ran o'r Fangre yn aelodau o'r cwmni, yna bydd un bleidlais ar gael i'w bwrw mewn perthynas â phob fflat yn y Fangre. Rhaid i'r bleidlais gael ei bwrw gan yr aelod sy'n denant cymwys y fflat.

(3) Ar unrhyw adeg pan fo unrhyw landlordiaid o dan lesioedd o'r cyfan neu unrhyw ran o'r Fangre yn aelodau o'r cwmni, penderfynir ar y pleidleisiau sydd ar gael i'w bwrw fel a ganlyn—

- (a) yn gyntaf, dyrennir i bob uned breswyl yn y Fangre yr un nifer o bleidleisiau sy'n hafal i gyfanswm nifer aelodau'r cwmni sy'n landlordiaid o dan lesioedd o'r cyfan neu unrhyw ran o'r Fangre. Bydd landlordiaid o dan les o'r fath yr ystyrir eu bod yn gyd-aelod o'r cwmni eu cyfrif fel un aelod at y diben hwn;
- (b) os yw'r Fangre ar unrhyw adeg yn cynnwys unrhyw ran ddibreswyl, dyrennir cyfanswm nifer pleidleisiau i'r rhan honno sy'n hafal i gyfanswm nifer y pleidleisiau a ddyrannwyd i'r unedau preswyl wedi'i luosi â'r ffactor A/B, lle mae A yn gyfanswm arwynebedd llawr mewnl y rhannau dibreswyl a B yn gyfanswm arwynebedd mewnl yr holl rannau preswyl. Rhaid penderfynu ar rannau dibreswyl ac arwynebedd llawr mewnl yn unol â pharagraff 1 o Atodlen 6 i Ddeddf 2002. Rhaid cyfrifo mesur arwynebedd y llawr mewnl mewn metrau sgwâr, gan anwybyddu ffractsiynau o arwynebedd llawr sy'n llai na hanner metr sgwâr a chyfrif ffractsiynau o arwynebedd llawr sydd dros hanner metr sgwâr fel metr sgwâr cyfan;

- (c) yr aelod sy'n denant cymwys uned breswyl sydd â'r hawl i fwrw'r pleidleisiau a ddyrannwyd i'r uned honno, neu os nad oes tenant cymwys gan yr uned honno, yr aelod sy'n landlord uniongyrchol sydd â'r hawl honno. Ni fydd gan y landlord uniongyrchol yr hawl i bleidlais uned breswyl a ddelir gan denant cymwys nad yw'n aelod o'r cwmni RTM;
- (ch) landlord uniongyrchol rhan ddibreswyl o'r Fangre sydd â'r hawl i fwrw'r pleidleisiau a ddyrannwyd i'r rhan honno, neu os nad oes les o'r rhan ddibreswyl, y rhydd-ddeiliad sydd â'r hawl honno. Os oes mwy nag un person o'r fath, rhaid rhannu cyfanswm nifer y pleidleisiau a ddyrannwyd i'r rhan ddibreswyl rhyngddynt, yn ôl cyfran arwynebedd llawr mewnol eu rhannau perthnasol. Rhaid diystyru unrhyw hawl ganlyniadol i ffracsiwn o bleidlais;
- (d) os nad yw uned breswyl yn ddarostyngedig i unrhyw les, nid oes hawl i fwrw unrhyw bleidleisiau mewn perthynas â hi;
- (dd) mae gan unrhyw berson, sy'n landlord o dan les neu lesoedd o'r cyfan neu unrhyw ran o'r Fangre ac sy'n aelod o'r cwmni ond nad oes ganddo hawl fel arall i unrhyw bleidleisiau, yr hawl i un bleidlais.

(4) Yn achos personau yr ystyrir eu bod yn gyd-aelodau o'r cwmni, caiff unrhyw berson o'r fath arfer yr hawliau pleidleisio sydd gan yr aelodau hynny ar y cyd, ond os oes mwy nag un person o'r fath yn cyflwyno pleidlais, naill ai'n bersonol neu drwy ddirprwy, caiff pleidlais y blaenaf ohonynt ei derbyn tra gwaherddir pleidleisiau'r lleill, a phenderfynir y flaenoriaeth yn ôl y drefn y mae enwau'r personau hynny yn ymddangos yn y gofrestr aelodau mewn perthynas â'r fflat neu'r les (yn ôl fel y digwydd) y mae ganddynt fuddiant ynddo neu ynddi.

#### Commencement Information

180 Sch. 2 art. 33 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Gwallau ac anghydfodau

34.—(1) Ni cheir codi gwrthwynebiad i gymhwyster unrhyw berson sy'n pleidleisio mewn cyfarfod cyffredinol ac eithrio yn y cyfarfod neu'r cyfarfod gohiriedig y cyflwynir y bleidlais a wrthwynebir ynddo, ac y mae pob pleidlais nas gwrthodir yn y cyfarfod yn ddilys.

(2) Rhaid cyfeirio unrhyw wrthwynebiad o'r fath i gadeirydd y cyfarfod, ac y mae penderfyniad cadeirydd y cyfarfod yn derfynol.

#### Commencement Information

181 Sch. 2 art. 34 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Pleidleisiau pôl

35.—(1) Ceir galw am gynnal pôl ar benderfyniad—

- (a) cyn cynnal y cyfarfod blynyddol lle y bwriedir pleidleisio ar y penderfyniad, neu
  - (b) mewn cyfarfod cyffredinol, naill ai cyn pleidleisio drwy ddangos dwylo ar y penderfyniad hwnnw neu'n union ar ôl datgan canlyniad pleidlais drwy ddangos dwylo ar y penderfyniad hwnnw.
- (2) Caiff y canlynol alw am gynnal pôl—
- (a) cadeirydd y cyfarfod;
  - (b) y cyfarwyddwyr;

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

- (c) dau neu ragor o bersonau sydd â hawl i bleidleisio ar y penderfyniad; neu
  - (ch) person neu bersonau sy'n cynrychioli dim llai na degfed ran o gyfanswm hawliau pleidleisio'r holl aelodau sydd â hawl i bleidleisio ar y penderfyniad.
- (3) Ceir tynnu galwad am gynnal pŵl yn ôl—
- (a) os nad yw'r pŵl eto wedi ei gynnal, a
  - (b) os yw cadeirydd y cyfarfod yn cydsynio i'w dynnu yn ôl.
- (4) Rhaid cynnal polau ar unwaith ac ym mha bynnag fodd a gyfarwyddir gan gadeirydd y cyfarfod.

#### Commencement Information

**182** Sch. 2 art. 35 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Cynnwys hysbysiadau dirprwy

**36.**—(1) Ni fydd penodiad dirprwy yn ddilys ac eithrio drwy hysbysiad ysgrifenedig (“hysbysiad dirprwy”) sydd—

- (a) yn datgan enw a chyfeiriad yr aelod sy'n penodi'r dirprwy;
- (b) yn enwi'r person a benodir i fod yn ddirprwy'r aelod hwnnw ac yn nodi'r cyfarfod cyffredinol y'i penodir mewn perthynas ag ef;
- (c) wedi ei lofnodi gan neu ar ran yr aelod sy'n penodi'r dirprwy, neu wedi ei dilysu ym mha bynnag fodd a benderfynir gan y cyfarwyddwyr; ac
- (ch) wedi ei draddodi i'r cwmni yn unol â'r erthyglau ac unrhyw gyfarwyddiadau a gynhwysir yn yr hysbysiad o'r cyfarfod cyffredinol y maent yn ymwneud ag ef.

(2) Caiff y cwmni ei gwneud yn ofynnol bod hysbysiadau dirprwy yn cael eu traddodi mewn ffurf benodol, a phennu gwahanol ffurfiau at ddibenion gwahanol.

(3) Caiff hysbysiadau dirprwy bennu sut y mae'r dirprwy a benodir odanynt i bleidleisio (neu fod y dirprwy i ymatal rhag pleidleisio) ar un neu ragor o benderfyniadau.

(4) Oni fydd hysbysiad dirprwy yn dynodi'n wahanol, rhaid trin yr hysbysiad dirprwy fel pe bai—

- (a) yn caniatáu disgresiwn i'r person a benodir yn ddirprwy odano ynglŷn â sut i bleidleisio ar unrhyw benderfyniadau ategol neu weithdrefnol a osodir gerbron y cyfarfod, a
- (b) yn penodi'r person hwnnw yn ddirprwy mewn perthynas ag unrhyw ohiriad o'r cyfarfod cyffredinol y mae'r hysbysiad dirprwy yn ymwneud ag ef, yn ogystal â'r cyfarfod ei hunan.

#### Commencement Information

**183** Sch. 2 art. 36 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Traddodi hysbysiadau dirprwy

**37.**—(1) Mae person sydd â hawl i fod yn bresennol, siarad neu bleidleisio (naill ai drwy ddangos dwylo neu mewn pŵl) mewn cyfarfod cyffredinol yn parhau â'r hawl honno mewn perthynas â'r cyfarfod hwnnw neu unrhyw addasiad ohono, hyd yn oed pan fo hysbysiad dirprwy dilys wedi ei draddodi i'r cwmni gan neu ar ran y person hwnnw.

(2) Ceir dirymu penodiad o dan hysbysiad dirprwy drwy draddodi i'r cwmni hysbysiad mewn ysgrifen a roddwyd gan neu ar ran y person a roddodd yr hysbysiad dirprwy neu y rhoddwyd yr hysbysiad dirprwy ar ei ran.

(3) Ni fydd hysbysiad sy'n dirymu penodiad dirprwy yn cael effaith oni thraddodir ef cyn cychwyn y cyfarfod neu'r cyfarfod gohiriedig y mae'n ymwneud ag ef.

(4) Os nad yw hysbysiad dirprwy wedi ei gyflawni gan y person ei hunan sy'n penodi'r dirprwy, rhaid ei draddodi ynghyd â thystiolaeth ysgrifenedig bod gan y person a'i cyflawnodd awdurdod i'w gyflawni ar ran y penodwr.

#### Commencement Information

**I84** Sch. 2 art. 37 in force at 30.11.2011, see [reg. 1\(2\)](#)

### Gwelliannau i benderfyniadau

**38.**—(1) Ceir cynnig gwelliant i benderfyniad cyffredin sydd i'w gynnig mewn cyfarfod cyffredinol, drwy benderfyniad cyffredin—

- (a) os rhoddir hysbysiad o'r gwelliant arfaethedig i'r cwmni, mewn ysgrifen gan berson sydd â hawl i bleidleisio yn y cyfarfod cyffredinol y bwriedir cynnig y gwelliant ynddo, ddim llai na 48 awr cyn cynnal y cyfarfod (neu ba bynnag amser diweddarach a bennir gan gadeirydd y cyfarfod), a
- (b) os nad yw'r gwelliant arfaethedig, ym marn resymol cadeirydd y cyfarfod, yn newid cwmpas y penderfyniad yn sylweddol.

(2) Ceir cynnig gwelliant i benderfyniad arbennig sydd i'w gynnig mewn cyfarfod cyffredinol, drwy benderfyniad cyffredin—

- (a) os yw cadeirydd y cyfarfod yn cynnig y gwelliant yn y cyfarfod cyffredinol y bwriedir cynnig y penderfyniad ynddo, a
- (b) os nad yw'r gwelliant yn mynd ymhellach nag sydd ei angen i gywiro gwall gramadegol, neu wall arall nad oes a wnelo ddim â sylwedd y penderfyniad.

(3) Os digwydd i gadeirydd y cyfarfod, gan weithredu'n ddidwyll, benderfynu yn anghywir bod gwelliant i benderfyniad allan o drefn, nid yw camgymeriad y cadeirydd yn annilysu'r bleidlais ar y penderfyniad hwnnw.

#### Commencement Information

**I85** Sch. 2 art. 38 in force at 30.11.2011, see [reg. 1\(2\)](#)

## RHAN 5

### TREFNIADAU GWEINYDDOL

#### Y dulliau cyfathrebu sydd i'w defnyddio

**39.**—(1) Yn ddarostyngedig i'r erthyglau, ceir anfon neu gyflenwi unrhyw beth a anfonir neu a gyflenwir gan y cwmni neu i'r cwmni o dan yr erthyglau, mewn unrhyw ffordd a ddarperir yn y Deddfau Cwmnïau ar gyfer dogfennau neu wybodaeth yr awdurdodir, neu y gwneir yn ofynnol, gan unrhyw ddarpariaeth o'r Deddfau hynny eu hanfon neu eu cyflenwi gan y cwmni neu i'r cwmni.

*Status: Point in time view as at 30/11/2011.*

*Changes to legislation: There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)*

(2) Yn ddarostyngedig i'r erthyglau, ceir anfon neu gyflenwi hefyd unrhyw hysbysiadau neu ddogfennau sydd i'w hanfon neu'u cyflenwi i gyfarwyddwr, mewn cysylltiad â gwneud penderfyniadau gan gyfarwyddwr, yn y dull y mae'r cyfarwyddwr hwnnw am y tro wedi gofyn am i'r cyfryw hysbysiadau neu ddogfennau gael eu hanfon neu'u cyflenwi.

(3) Caiff cyfarwyddwr gytuno gyda'r cwmni y ceir ystyried y bydd y cyfarwyddwr hwnnw wedi cael hysbysiadau neu ddogfennau a anfonir ato mewn ffordd benodol o fewn amser penodedig ar ôl eu hanfon, ac y bydd yr amser penodedig yn llai na 48 awr.

#### Commencement Information

**I86** Sch. 2 art. 39 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Selïau cwmnïau

**40.**—(1) O dan awdurdod y cyfarwyddwyr yn unig y ceir defnyddio unrhyw sêl gyffredin.

(2) Caiff y cyfarwyddwyr benderfynu drwy ba ddull ac ym mha ffurf y defnyddir unrhyw sêl gyffredin.

(3) Oni fydd y cyfarwyddwyr yn penderfynu fel arall, os oes gan y cwmni sêl gyffredin ac os gosodir y sêl honno ar ddogfen, rhaid i'r ddogfen gael ei llofnodi hefyd gan o leiaf un person awdurdodedig ym mhresenoldeb tyst sy'n ardystio'r llofnod.

(4) At ddibenion yr erthygl hon, person awdurdodedig yw—

- (a) unrhyw gyfarwyddwr y cwmni;
- (b) ysgrifennydd y cwmni (os oes un); neu
- (c) unrhyw berson a awdurdodwyd gan y cyfarwyddwyr at y diben o lofnodi dogfennau y gosodwyd y sêl gyffredin arnynt.

#### Commencement Information

**I87** Sch. 2 art. 40 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Archwilio a chopïo cyfrifon a chofnodion eraill

**41.** Yn ychwanegol at unrhyw hawl a roddir drwy statud, a heb rannidrymu unrhyw hawl o'r fath, mae gan unrhyw aelod yr hawl, ar ôl rhoi hysbysiad rhesymol, ar adeg ac mewn man sy'n gyfleus i'r cwmni, i archwilio unrhyw lyfr, cofnod, dogfen neu gofnod cyfrifyddu o eiddo'r cwmni, ac i gael copi o'r cyfryw ar ôl talu unrhyw ffi resymol am gopïo. Mae hawliau o'r fath yn ddarostyngedig i—

- (a) unrhyw benderfyniad gan y cwmni mewn cyfarfod cyffredinol;
- (b) yn achos unrhyw lyfr, cofnod, dogfen neu gofnod cyfrifyddu sydd, ym marn resymol y cyfarwyddwyr, yn cynnwys deunydd cyfrinachol y byddai ei ddatgelu yn groes i fuddiannau'r cwmni, hepgor neu dorri allan unrhyw ddeunydd cyfrinachol o'r fath (gan ddatgelu i'r aelod y ffaith bod hepgor neu dorri allan wedi digwydd); ac
- (c) unrhyw amodau rhesymol eraill a osodir gan y cyfarwyddwyr.

#### Commencement Information

**I88** Sch. 2 art. 41 in force at 30.11.2011, see [reg. 1\(2\)](#)



## Darpariaeth ar gyfer cyflogeion wrth derfynu'r busnes

42. Caiff y cyfarwyddwyr benderfynu gwneud darpariaeth er budd personau a gyflogir neu a gyflogwyd yn flaenorol gan y cwmni neu gan unrhyw un o'i is-gwmnïau (ac eithrio cyfarwyddwr neu gyn-gyfarwyddwr neu gyfarwyddwr cysgodol) mewn cysylltiad â therfynu, neu drosglwyddo i unrhyw berson, y cyfan neu ran o ymgymeriad y cwmni neu'r is-gwmni hwnnw.

### Commencement Information

189 Sch. 2 art. 42 in force at 30.11.2011, see [reg. 1\(2\)](#)

## RHAN 6

### INDEMNIAID AC YSWIRIANT CYFARWYDDWYR

#### Indemniad

43.—(1) Yn ddarostyngedig i baragraff (2), ceir indemnio cyfarwyddwr perthnasol y cwmni neu gwmni cysylltiol, allan o asedau'r cwmni, rhag—

- (a) unrhyw atebolrwydd a dynnir gan y cyfarwyddwr hwnnw mewn cysylltiad ag unrhyw esgeulustod, diffyg, tor-dyletswydd neu dor-ymddiriedaeth mewn perthynas â'r cwmni neu gwmni cysylltiol,
- (b) unrhyw atebolrwydd a dynnir gan y cyfarwyddwr hwnnw mewn cysylltiad â gweithgareddau'r cwmni neu gwmni cysylltiol yn ei swyddogaeth fel ymddiriedolwr cynllun pensiwn galwedigaethol (fel y'i diffinnir yn adran 235(6) o Ddeddf Cwmnïau 2006),
- (c) unrhyw atebolrwydd arall a dynnir gan y cyfarwyddwr hwnnw fel swyddog y cwmni neu gwmni cysylltiol.

(2) Nid yw'r erthygl hon yn awdurdodi unrhyw indemniad a waherddid neu a wneid yn ddi-rym gan unrhyw ddarpariaeth o'r Deddfau Cwmnïau neu gan unrhyw ddarpariaeth arall o'r gyfraith.

(3) Yn yr erthygl hon—

- (a) mae cwmnïau yn gysylltiol os yw un yn is-gwmni i'r llall, neu'r ddau yn is-gwmnïau i'r un corff corfforaethol, a
- (b) ystyr “cyfarwyddwr perthnasol” yw unrhyw gyfarwyddwr neu gyn-gyfarwyddwr y cwmni neu gwmni cysylltiol.

### Commencement Information

190 Sch. 2 art. 43 in force at 30.11.2011, see [reg. 1\(2\)](#)

#### Yswiriant

44.—(1) Caiff y cyfarwyddwyr benderfynu prynu a chynnal yswiriant, ar gost y cwmni, er budd unrhyw gyfarwyddwr perthnasol mewn perthynas ag unrhyw golled berthnasol.

(2) Yn yr erthygl hon—

- (a) ystyr “cyfarwyddwr perthnasol” yw unrhyw gyfarwyddwr neu gyn-gyfarwyddwr y cwmni neu gwmni cysylltiol,

**Status:** Point in time view as at 30/11/2011.

**Changes to legislation:** There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011. (See end of Document for details)

- (b) ystyr “colled berthnasol” yw unrhyw golled neu atebolrwydd a dynnwyd gan gyfarwyddwr perthnasol, neu y gallai cyfarwyddwr perthnasol ei thynnu, mewn cysylltiad â dyletswyddau neu bwerau'r cyfarwyddwr hwnnw mewn perthynas â'r cwmni, a chwmni cysylltiol neu unrhyw gronfa bensiwn neu gynllun cyfranddaliadau cyflogeion y cwmni neu gwmni cysylltiol, ac
- (c) mae cwmnïau yn gysylltiol os yw un yn is-gwmni i'r llall, neu'r ddau yn is-gwmnïau i'r un corff corfforaethol.

---

**Commencement Information**

**191** Sch. 2 art. 44 in force at 30.11.2011, see [reg. 1\(2\)](#)

---

**EXPLANATORY NOTE**

*(This note is not part of the Regulations)*

In accordance with Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”), a company, referred to in that Chapter as an RTM (right to manage) company, may acquire and exercise rights in relation to the management of premises. Section 73(2) of the 2002 Act provides that a company is an RTM company in relation to premises if it is a private company limited by guarantee and its articles of association state that its object, or one of its objects, is the acquisition and exercise of the right to manage those premises. Subsections (3) to (5) of that section describe companies that are not RTM companies and the circumstances in which an RTM company ceases to be a company of that description. Section 74(2) of the 2002 Act provides that “the appropriate national authority” shall make regulations about the content and form of articles of association of RTM companies. Section 179(1) of the 2002 Act provides for the Welsh Ministers to be “the appropriate national authority” as respects Wales.

These Regulations, which apply in relation to Wales, prescribe, by reference to the Schedules to these Regulations, the form and content of the articles of association of RTM companies. Schedule 1 contains model articles in English and Schedule 2 contains model articles in Welsh. These Regulations include provision, authorised by section 74(4) of the 2002 Act, to the effect that the model articles have effect for an RTM company whether or not they are adopted.

These Regulations revoke the RTM Companies (Memorandum and Articles of Association) (Wales) Regulations 2004.

**Status:**

Point in time view as at 30/11/2011.

**Changes to legislation:**

There are currently no known outstanding effects for the The RTM Companies (Model Articles) (Wales) Regulations 2011.