

ATODLEN 1

Rheoliadau 3(2)(g) ac 8(1)

FFURF HYSBYSIAD YN GWAHODD CYMRYD RHAN

DEDDF CYFUNDALIAD A DIWYGIO CYFRAITH LESDDALIAD 2002
Hysbysiad o wahoddiad i gymryd rhan yn yr hawl i reoli

At

Tu

[enw a chlyfeiriad] (Gweler Nodyn 1 isod)

[name and address] (See Note 1 below)

1. Mae 1.

[enw'r cwmni RTM]

[Name of RTM company]

("y cwmni"), sy'n gwmni preifat cyfyngedig
drwy warant, clyfeiriad

("the company"), a private company limited by
guarantee of

[clyfeiriad y swyddfa gofrestrdedig]

[address of registered office]

rhil cofrestrdedig

and of which the registered number is

[rhif o dan Ddeddf Cwmnïau 1985]

[number under Companies Act 1985]

wedi ei awdurdodi gan ei fennorandwm
cymdeithasu i gaffael ac arfer yr hawl i reoli

is authorised by its memorandum of association to
acquire and exercise the right to manage

[enw'r fangre y mae'r hysbysiad yn berthnasol iddi]
("y fangre").

[name of premises to which notice relates]
("the premises").

Statws This is the original version (as it was originally made). Dim ond ar ei ffurf wreiddiol y mae'r eitem hon o ddeddfwriaeth ar gael ar hyn o bryd.

2. Mae'r cwmni yn bwriadu caffael yr hawl i reoli'r fangie.

2. The company intends to acquire the right to manage the premises.

Naill ai

Either

3.1 Mae memorandwm cymdeithasu'r cwmni, ynghyd â'i erthyglau cymdeithasu, yn dod gyda'r hysbysiad hwn.

3.1 The company's memorandum of association, together with its articles of association, accompanies this notice.

Ydyw [Ticwch os yw hynny'n gywir ac ewch i baragraff 4 (gweler Nodyn 2 isod)

Yes. Tick if this is the case and proceed to paragraph 4 (See Note 2 below)

Neu

Or

3.2 Cewch archwilio memorandwm cymdeithasu'r cwmni, ynghyd â'i erthyglau cymdeithasu, yn unol â'r trefniadau yn y paragraff canlynol.

3.2 The company's memorandum of association, together with its articles of association, may be inspected in accordance with the arrangements in the following paragraph.

Cewch. [Ticwch os yw'r datganiad uchod yn gywir a chwblhewch weddill y paragraff 3 hwn.] (Gweler Nodyn 2)

Yes [Tick if the statement above applies and complete the remainder of this paragraph 3.] (See Note 2)

3.2.1 Yn

3.2.1

At

[cyfeiriad ar gyfer yr archwiliad]

[address for inspection]

3.2.2 rhwng

3.2.2

between

[nodwch yr amserau]. (gweler Nodyn 3 isod)

[specify times]. (See Note 3 below)

3.2.3 Ar unrhyw adeg o fewn y cyfnod o saith diwrnod gan ddechrau ar y diwrnod ar ôl i'r hysbysiad hwn gael ei roi, gellir archebu copi o'r memorandwm cymdeithasu a'r erthyglau cymdeithasu oddi wrth

3.2.3 At any time within the period of seven days beginning with the day after this notice is given, a copy of the memorandum of association and articles of association may be ordered from

[nodwch y cyfeiriad]

[specify address]

3.2.4 drwy dalu

3.2.4

on payment of

[nodwch y ffi]. (gweler Nodyn 4 isod)

[specify fee]. (See Note 4 below)

4. Nodir enwau-

4. The names of-

(a) aelodau'r cwmni;

(a) the members of the company;

(b) cyfarwyddwyr y cwmni; ac

(b) the company's directors; and

(c) ysgrifemydd y cwmni,

(c) the company's secretary,

yn yr Atodlen isod.

are set out in the Schedule below

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5. Enwau'r landlord a'r person (os o gwbl) sy'n barti i brydles ar y cyfan neu ar unrhyw ran o'r fangre heblaw fel landlord neu denant yw:

5. The names of the landlord and of the person (if any) who is party to a lease of the whole or any part of the premises otherwise than as landlord or tenant are:

[nodwch]

[specifi]

6. Yn ddarostyngedig i'r eithriadau a grybwyllir ym mharagraff 8, os bydd y cwmni yn caffael yr hawl i reoli, bydd y cwmni'n gyfrifol am-
(a) cyflawni dyletswyddau'r landlord o dan y les; a
(b) arfer ei bwerau o dan y les.

6. Subject to the exclusions mentioned in paragraph 8, if the right to manage is acquired by the company, the company will be responsible for-
(a) the discharge of the landlord's duties under the lease; and
(b) the exercise of his powers under the lease,

o ran gwasanaethau, trwsio, cynnal a chadw, gwelliannau, yswiriant a rheoli.

with respect to services, repairs, maintenance, improvements, insurance and management.

7. Yn ddarostyngedig i'r eithriad a grybwyllir ym mharagraff 8(b), os bydd y cwmni yn caffael yr hawl i reoli, caiff y cwmni orlodi cylliadau tenant na chawsant eu trosglwyddo. (Gweler Nodyn 5 isod)

7. Subject to the exclusion mentioned in paragraph 8(b), if the right to manage is acquired by the company, the company may enforce untransferred tenant covenants. (See Note 5 below)

8. Os bydd y cwmni yn caffael yr hawl i reoli, ni fydd y cwmni'n gyfrifol am gyflawni dyletswyddau'r landlord nac arfer ei bwerau o dan y les-
(a) o ran mater sy'n ymwneud yn unig â rhan o'r fangre sy'n llai neu'n uned arall nad yw'n ddarostyngedig i brydles a gaiff ei dal gan denant cynwys; neu
(b) ynghylch ailfynediad neu llorfediad.

8. If the right to manage is acquired by the company, the company will not be responsible for the discharge of the landlord's duties or the exercise of his powers under the lease-
(a) with respect to a matter concerning only a part of the premises consisting of a flat or other unit not subject to a lease held by a qualifying tenant; or
(b) relating to re-entry or forfeiture.

9. Os bydd y cwmni yn caffael yr hawl i reoli, bydd gan y cwmni swyddogaethau o dan y ddeddfau statudol y cyfeirir atynt yn Atodlen 7 i Ddeddf Cyd-ddeiliadaeth a Diwygio Cyfraith Prydles 2002. (Gweler Nodyn 6 isod)

9. If the right to manage is acquired by the company, the company will have functions under the statutory provisions referred to in Schedule 7 to the Commonhold and Leasehold Reform Act 2002. (See Note 6 below)

Naill ai

Either

9.1 Mae'r cwmni yn bwriadu penodi asiant rheoli yn yr ystyr sydd i "managing agent" yn adran 30B(8) o Ddeddf Landlord a Tenant 1985. (Gweler Nodyn 7 isod)

9.1 The company intends to appoint a managing agent within the meaning of section 30B(8) of the Landlord and Tenant Act 1985. (See Note 7 below)

Ydyw. Ticwch os yw'r datganiad uchod yn gymwys. Os ydych yn ticwch blwch hwn, ewch i baragraff 9.2. Os nad ydych yn ticwch blwch hwn, ewch i baragraff 9.4.

Yes. Tick if the statement above applies. If you tick this box, proceed to paragraph 9.2. If you do not tick this box, proceed to paragraph 9.4.

9.2 Os yw'n hysbys, rhoddech enw a chyfeiriad yr asiant rheoli arfaethedig isod. Ewch i baragraff 9.3.

9.2 If known, give the name and address of the proposed managing agent below. Proceed to paragraph 9.3.

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| [Enw a chyfeiriad yr asiant rheoli arfaethedig] | [Name and address of the proposed managing agent] |
|--|---|
| <p>9.3 Y person a enwir yn mharagraff 9.2 uchod yw'r asiant rheoli ar hyn o bryd.</p> <p>Ie Ticiwch os yw'r datganiad uchod yn gymwys. Ewch i baragraff 10 os ydych chi ddiweddio.</p> | <p>9.3 The person named in paragraph 9.2 above is the current managing agent.</p> <p><i>Yes. Tick if the statement above applies. Proceed to paragraph 10 whether or not the statement above applies.</i></p> |
| <p>Neu</p> <p>9.4 Nid yw'r cwmni ya bwriadu penodi asiant rheoli o fewn ystyr adran 30B(8) o Ddeddf Landlord a Tenant 1985.</p> <p><i>Cywir: Ticiwch os yw'r datganiad uchod yn gymwys. (Gweler Nodyn 7 isod) [Os oes gan unrhyw aelod presennol o'r cwmni gymwysterau neu brofiad mewn perthynas â rheoli eiddo preswyl, rhwng y manwlion ym mharagraff 4 o'r Atodlen isod.]</i></p> | <p>Or</p> <p>9.4 The company does not intend to appoint a managing agent within the meaning of section 30B(8) of the Landlord and Tenant Act 1985.</p> <p><i>Yes. Tick if the statement above applies. (See Note 7 below) [If any existing member of the company has qualifications or experience in relation to the management of residential property, give details in paragraph 4 of the Schedule below.]</i></p> |
| <p>10. Os yw'r cwmni yn hysbysu ei hawliad i gaffael yr hawl i reoli'r langre ("hysbysiad hawlio"), gall berson sydd neu sydd wedi bod yn aelod o'r cwmni fod yn atebol am y costau a dynnir gan y landlord ac eraill o ganlyniad i'r hysbysiad hawlio. (Gweler Nodyn 8 isod)</p> | <p>10. If the company gives notice of its claim to acquire the right to manage the premises (a "claim notice"), a person who is or has been a member of the company may be liable for costs incurred by the landlord and others in consequence of the claim notice. (See Note 8 below)</p> |
| <p>11. Gwahoddir chi i ddod yn aelod o'r cwmni. (Gweler Nodyn 9 isod)</p> | <p>11. You are invited to become a member of the company. (See Note 9 below)</p> |
| <p>12. Os nad ydych chi'n llwyr ddeall diben neu oblygiadau'r hysbysiad hwn, cynghorir chi i geisio cymorth proffesiynol.</p> | <p>12. If you do not fully understand the purpose or implications of this notice you are advised to seek professional help.</p> |