

Memorandum of Association as hereunder set out are as amended by Special Resolutions passed at an Extraordinary General Meeting held on 22<sup>nd</sup> October 2007

THE COMPANIES ACTS 1985 AND 1989

MEMORANDUM OF ASSOCIATION OF

LEWISHAM TENANTS FUND

- 1 The Company's name is "Lewisham Tenants Fund" (and in this document it is called "the Company")
- 2 The Company's registered office is situated in England and Wales
- 3 The Company's objects ("the Objects") are:
  - 3.1 (a) To approve and monitor disposal of the Lewisham Tenants Fund ("the Fund") and the expenditure of the Fund towards the development, support and training of tenants' groups within the London Borough of Lewisham
  - (b) To ensure that all groups entitled to receive monies from the Fund meet the requirements for recognition, as laid down from time to time by the members of the Fund.
  - 3.2 To ensure that the Fund is used to further the tenants' movement.
  - 3.3 To enable recognised groups to further their objectives to participate in consultation with their registered social landlord or its agent, in matters relating to housing management functions and policy issues.
  - 3.4 To promote the harmonious functioning of a multi-racial community and to work towards the elimination of racism and discrimination thereby enabling all tenants irrespective of nationality, race, colour, age, disability, medical condition, sex, sexual orientation, political or religious belief to participate in the consultation process.
- 4 The Company may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:
  - (a) Affiliate to support or join any body whose objectives may enable it to benefit tenants' groups in the London Borough of Lewisham
  - (b) Provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises which the Company may need for its Objects.
  - (c) Employ and pay any employees, officers, servants and professional or other advisers.
  - (d) Subject to any consents required by law to raise funds and borrow monies invite and receive contributions from anyone through subscriptions or in any other way.

- (e) Subject to any consents required by law to buy, take on lease, hire, charge or mortgage or acquire any land or property of any sort.
- (f) Construct, alter and maintain any building or structures.
- (g) Print and publish anything in furtherance of the Objects.
- (h) To provide or procure the provision of counselling and guidance in furtherance of the objects or any of them.
- (i) To promote and advertise the Company's activities.
- (j) Apply for, seek, obtain and accept government or other grants.
- (k) Invest any money that the Company does not immediately need in any investments, securities or properties and in selecting such investments power to take into account ethical, moral and environmental issues raised.
- (l) Make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants.
- (m) Open and operate banking accounts and other banking facilities.
- (n) Enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Objects.
- (o) Insure any risks including indemnity for any employee's director's or trustee's liabilities.
- (p) To make such ex-gratis payments as are considered reasonable and fit.
- (q) To pay all the expenses and costs of establishing this Company.

## 5. Restrictions on what the Company can do

- 5.2 If the Company takes or holds any property which may be subject to any trusts, it may only deal with or invest the property in accordance with the law governing such trust
- 5.3 The income and property of the Company must be applied solely towards promoting its Objects. None of it may be paid or transferred directly or indirectly to members of the Company in any way except as shown below under "Allowed Payments"

## 6. Allowed Payments

- 6.1 The Company may pay:
  - (a) Reasonable and proper payment to any officer or servant of the Company who is not a member of its Management Committee for any services to the Company

- (b) Interest on money lent by any member of the Company or its Management Committee. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
- (c) Reasonable out-of-pocket expenses to any member of the Management Committee.
- (d) Reasonable and proper payment to a company of which a member of the Management Committee holds not more than a hundredth of the capital.
- (e) Reasonable and proper rent of premises demised or let by any member of the Company or its Management Committee.

PROVIDED THAT no member of the Company or the Management Committee with a relevant interest shall be present during the discussion of or voting on any decision to borrow money from or pay rent to that member.

## 7. Alterations to this Memorandum

- 7.1 Alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members having the right to vote agree.
- 7.2 The Registrar of Companies must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

## 8. Limited Liability

- 8.1 The liability of the members is limited.

## 9. Guarantee by Members of the Company

- 9.1 Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if:
  - (a) The Company is wound-up while he or she is a member or within a year afterwards; and
  - (b) The Company has debts and liabilities which it cannot meet out of its assets.

## 10. Winding-up of the Company

- 10.1 If the Company is wound-up or dissolved, and there remains any funds or property after all debts and liabilities have been met, such funds or property must not be distributed among the members of the Company. Instead it must be given or transferred to recognised tenant groups within the London Borough of Lewisham or an organisation with similar objectives to the Company or to a charitable organisation within the London Borough of Lewisham as the members of the Company may decide.

11. Subscribers

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association