

Copy of the TMO's Constitution

Memorandum and Articles of Association of Dovecotes Tenant Management
Organisation (TMO)

A Company incorporated under the Companies Act 1985 - 31st January 2006

Registration Number: 05692344

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

Dovecotes Tenant Management Organisation Limited

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1. The name of the Company (hereinafter referred to as "the Company") is Dovecotes Tenant Management Organisation Limited.
2. The Registered Office of the Company will be situated in England.
3. The objects of the Company are:
 - (a) To represent and protect the interests of all members and tenants of the Company, collectively and individually, in particular with regard to their dealings with Wolverhampton City Council
 - (b) To manage and administer or to participate in the management and administration of properties owned by Wolverhampton City Council in the district of Pendeford known as Dovecotes and its environs (hereinafter referred to as "the Estate") and any other land, buildings and real property as the Company may decide, either on its own account or as a trustee, nominee or agent for Wolverhampton City Council or for any other person, authority or Company;
 - (c) To provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply and maintenance of services and amenities, and for the cultivation, maintenance, landscaping and planting of any land, gardens and grounds contained within the Estate, and to enter into contracts with builders, tenant, contractors and others;
 - (d) To carry on any other trade, business or activity which can in the opinion of the Board of Directors / members be carried on in connection with or ancillary to any of the activities of the Company.
4. In furtherance of the above objects, the Company shall have the following powers:
 - (a) To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings whatsoever in respect of the Estate or any part of it;
 - (b) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
 - (c) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter and to organise lectures, broadcasts, conferences and courses of instruction;
 - (d) To make appeals for money and to solicit subscriptions to the funds of the Company and to accept any gifts of real or personal property including those subject to any trust and/or conditions compatible with the objects of the Company and to undertake to carry out any such trusts and/or conditions compatible with the objects of the Company;
 - (e) To borrow or raise money for the Company on such terms and on such security as may be thought fit;
 - (f) To engage or employ such personnel (whether as employees, consultants, advisers or however) as may be considered necessary for the promotion of the objects of the Company;

(g) To establish and support or aid in the establishment and support of any association, Company, co-operative or other organisation the promotion of which shall in any way be calculated to advance directly or indirectly the objects or interests of the Company;

(h) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm, or Company carrying on any activities which the Company is authorised to carry on;

(i) To invest the monies of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit;

(j) To enter into any partnership or joint-purse or profit-sharing arrangement with any organisation, Company, firm or persons carrying on or proposing to carry on any activities within the objects of the Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of any such Company;

(k) To obtain all necessary permits, licences or trade marks required for the purpose of enabling the Company to carry out its objects upon such terms and conditions as it may think fit, and to enter into any arrangements with any authority or government (local, national or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such authority or government 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;

(l) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

5. The Company is a not-for-profit and shall operate exclusively for charitable, educational, or community purposes within the meaning of applicable law. No part of the net income or assets of the Company shall be distributed to or benefit any private individual or member thereof, except that reasonable remuneration may be paid for services rendered. Upon dissolution, any remaining assets shall be distributed for the benefit of the area known as Dovecotes Estate Pendeford

The income and property of the Company from whatsoever source derived shall be applied solely towards the promotion of its objects set forth in this Memorandum of Association, and no portion thereof shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever, by way of profit to the members of the Company. PROVIDED THAT nothing shall prevent any payment in good faith by the Company:

(a) Of reasonable and proper remuneration to any servant of the Company for any services rendered to the Company;

(b) Of reasonable and proper rent for premises demised or let by any member of the Company.

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of

winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding ten pence.

8. In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to some other institution or institutions having objects similar to or compatible with any of the objects of the Company, as may be determined by a General Meeting or, insofar as the assets are not so transferred, shall be held for charitable purposes. This clause 8 may only be changed by the unanimous vote of all members at an Extraordinary General Meeting and Section 17 of the Act shall not apply.

NAMES, SIGNATURES, ADDRESSES & OCCUPATIONS OF
SUBSCRIBERS:

Name Address

Signature

Occupation

Name Address

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Name Address

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Occupation

Dated this day of 2004

WITNESS TO THE ABOVE SIGNATURES:

Name Address

Signature

Occupation

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
Dovecotes Tenant Management Organisation Limited

* * * * *

Interpretations

1. In these Articles:

"The Act" means the Companies Act 1985 and any amendments from time to time in force.

"The Company" means the above-named Company.

"The Board" means all those persons appointed to perform the duties of Directors of the Company, from time to time.

"The Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"Residents" means A person over the age of 18 who is either a tenant of Wolverhampton City Council or a tenant of a privately owned property. A person over the age of 18 who is either a freeholder or a leaseholder of a dwelling that was previously owned by Wolverhampton City Council

"Tenant" means a person aged 18 or over who is a lawful resident of a dwelling owned by Wolverhampton City Council.

"Owner-occupier" means a person aged 18 or over who is a lawful resident of a freehold or leasehold dwelling formerly owned by Wolverhampton City Council.

"In writing" shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing works in a visible form.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate if not inconsistent with the context.

Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Members

2. The number of members of the Company shall be unlimited.

3. The first members of the Company shall be the Subscribers to the Memorandum of Association.

4 All residents in the Dovecotes Estate Pendeford area of City of Wolverhampton Council are entitled to become a member of the Company.

5. (a) The Company shall keep a Register of members in which shall be recorded the name and address of every member, the date on which they became a member and the date on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member.

Cessation of Membership

6. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.

7. A member shall cease to be a member with no readmission

immediately that s/he:

(a) ceases to fulfil any of the qualifications for membership as specified by Article 4 or by the Company from time to time; or

(a) resigns in writing to the Secretary; or

(b) is expelled by a Special Resolution carried in accordance with Article 11 at an Extraordinary General Meeting called to consider the matter;

(c) being a tenant and is in material and/or persistent breach of their tenancy agreement or lease and is expelled by a resolution of the Board

(d) dies.

(e) no longer a resident of the estate

General Meetings

8. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of incorporation.

9. The business of an Annual General Meeting shall comprise:

- (a) the consideration of the Report and Accounts presented by the Board;
- (b) the election of Board members;
- (c) the appointment and the fixing of the remuneration of the Auditor or Auditors;
- (d) such other business as may have been specified in the notices calling the meeting.

10. The Board may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten percent of the members of the Company, as provided by Section 368 of the Act.

11. Decisions at General Meetings shall be made by passing resolutions:

- (a) Clauses 3, 5 and 8 of the Memorandum of Association and Clauses 65 and 67 of the Articles of Association and this clause are now hereby declared to be fundamental and shall not be amended or rescinded except by the unanimous decision of all the members of the Company where all the members of the Company have been given twenty-one days notice of the change to be proposed at that meeting.
- (b) The decisions involving an alteration of any or all of the clauses in the Memorandum and Articles of Association which are not fundamental as specified in the preceding paragraph of this clause and decisions to expel members of the Company, and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is here defined as one passed by a majority of not less than three-quarters of those members of the Company voting in person at a General Meeting.
- (c) All other decisions shall be made by ordinary resolution requiring a simple majority of those present and voting.

Notices

12. All Annual General Meeting and any Extraordinary General Meeting called to consider a Special Resolution shall be called by at least twenty-one clear days notice. Any other General Meeting shall be called by at least fourteen clear days notice.

13. Notice of every General Meeting shall be given in writing to every member of the Company, every Board member and to the Auditors and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office.

14. Notice of all meetings shall be given exclusive of the day on which it is effected and shall specify the exact time and place of the meeting. In the case of a proposal to consider a Special Resolution, such resolution shall be specified in the notices calling that meeting and

in the case of all other General Meetings the general nature of the business to be raised thereat shall be specified as agenda items.

15. Where notice is sent by post, the notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.

16. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at General Meetings

17. Subject to article 19 and as provided in this Article, every member shall have one vote. A proxy appointment must be made using a written proxy form, signed by the appointing member, and submitted to Dovecotes TMO Housing Office, 86 Ryefield, Dovecotes Estate, Wolverhampton WV8 1UD no later than 7 days before the meeting.

18. No person other than a member duly registered, shall be entitled to vote on any question at any General Meeting.

19. No business shall be transacted at a General Meeting unless a quorum of members is present. Until otherwise decided by a General Meeting, twenty-five members shall be a quorum, or ten percent of the membership whichever is the lesser.

20. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Board may decide. If within half an hour of the time appointed for an adjourned meeting a quorum is not present, then the meeting shall be dissolved, except that for any purposes deemed by the Chairperson of the meeting to be in urgent need of consideration and decision, the members present shall constitute a quorum for such purposes alone.

21. At any General Meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the members present shall choose one of their number to be chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

22. The Chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting, otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two members present in person. A secret ballot shall not be demanded on the question of the election of a Chairperson for the meeting or on any question of adjournment. The demand for a secret ballot may be withdrawn.

24. Unless a secret ballot is so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the Company's minute book shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.

25. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.

26. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded.

27. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson shall have a second or casting vote.

28. The Company may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Board

29. Unless otherwise determined by the Company in General Meeting, the Company shall have a Board comprising not less than five and not more than eleven members. The initial Board of the Company from incorporation until the first Annual General Meeting shall be determined by the Subscribers of the Memorandum of Association.

30. On the Board the Interest Groups shall be represented as follows:

(a) Only one member per household / per family living in the Dovecotes Estate area of benefit can be appointed as a member of the board at any one time

(b) Residents who live in the Dovecotes Estate area of benefit can be appointed as an elected member of the board

31. Board members shall be elected at the Annual General Meeting by the members of the relevant Interest Groups. The nomination of candidates for election to the Board and the method of their election by Interest Groups shall be in accordance with such rules as the Board may from time to time decide after consultation with the members.

32. The Board may act to fill any vacancy in their body, during the intervening period between annual elections, should such a vacancy occur. In addition, the Board may coopt to serve on the Board up to four persons, whether or not they are members of the Company, who are considered able to make a useful contribution to the activities of the Company.

33. (a) All Board members appointed under Article 31 are required to retire at each Annual General Meeting but shall be eligible to stand for re-election.

(b) Co-opted Board members shall retire at the next Annual General Meeting following their co-option.

34. A Board member shall declare an interest and shall not vote in respect of any contract in which s/he has a financial or material interest, whether direct or indirect, or any matter arising there from. Each Board Member or Co-opted having an interest in any arrangement between the Company and another personal body shall disclose that interest at the beginning of the meeting before the matter is discussed and shall not remain present during the discussion on that item. For the avoidance of doubt, being a tenant of Council property shall not be counted as such an interest for the purpose of voting.

35. Board members may be paid all travelling, hotel and other expenses properly incurred by them, and supported by valid receipts or invoices, in connection with their attendance at meetings of the Board or General Meetings or otherwise in connection with the discharge of their duties.

36. The office of Board member shall be immediately vacated with no readmission if s/he:

- (a) resigns her/his office in writing to the Company; or
- (b) being a member ceases to be a member in accordance with Article 7; or
- (c) fails to declare her/his interest in any contract as referred to in Article 37; or
- (d) is absent from three successive meetings of the Board during a continuous period of twelve months without special leave of absence from the Board and they pass a resolution that s/he has by reason of such absence vacated office; or
- (e) becomes bankrupt or of unsound mind; or
- (f) is removed from office by resolution of the Company in General Meeting in accordance with Section 303 of the Act;
- (g) discloses confidential information concerning tenants, leaseholders or residents of the estate, or a member of staff to any person who is not authorised to receive such information and the Board resolves such Board member shall retire immediately; or
- h) his/her co-option is revoked by the Board

37. Unless and until otherwise determined by the Company by Special Resolution, either generally or in any particular case, Section 293 of the Act shall not apply, and therefore no person having attained the age of seventy shall be prohibited from holding office of Board member.

Powers and Duties of the Board

38. The business of the Company shall be managed by the Board who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.

39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed by a minimum of two Board members including a

duly authorised officer of the Company, in such manner as the Board shall from time to time decide.

40. Without prior prejudice to its general powers, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or a security for any debt, liability or obligation of the Company or of any third party.

Proceedings of the Board

41. Members of the Board must meet together for the despatch of business at least six times in each year and may otherwise adjourn and regulate their meetings as they think fit. Questions arising at meetings shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.

42. A Board member may, and the Secretary shall on the requisition of a Board member, summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any of its members for the time being absent from the United Kingdom.

43. The quorum necessary for the transaction of the business of the Board shall be one half of the Board.

44. The Board may act notwithstanding any vacancy in their body, but, if and so long as their number is less than the minimum prescribed in these Articles, the Board may act for the purposes of increasing the number of Board members to that number, or of summoning a General Meeting of the Company, but for no other purpose.

45. The Board shall elect a resident as Chairperson and such other officers as they may from time to time decide.

46. At any Board meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the Board members present shall choose a member amongst their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

47. The Board shall cause accurate records to be made, in books provided for that purpose, of:

(a) the names of the Board members, officers, members and other persons present at all General, Board and Sub-Committee meetings of the Company;

(b) minutes of all proceedings and resolutions at all General, Board and Sub-Committee meetings of the Company;

All such records and minutes shall be open to inspection during normal working hours by any member of the Company, any Board member of the Company and by any person authorised by the Company in General Meeting.

48. The Board may delegate any of their powers to Sub-Committees consisting of such members of their body and/or the Company together with such other persons (i.e. staff) as they think fit; and Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Board. All such Sub-Committees shall report back to the Board on a regular basis.

49. All acts done by any meeting of the Board or by any person acting as a member of the Board shall, notwithstanding that it was afterwards discovered that there was some defect in the appointment of any such Board member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board member.

50. A resolution in writing, signed by all the Board members who for the time being are entitled to vote, shall be valid and effective as if it had been passed as a meeting of the Board, and may consist of several identical documents each signed by one or more Board members.

51. Board meetings of the Company may be attended by such other persons, whether or not members of the Company, as the Board may, at its discretion, invite. Such invited persons shall have no voting rights and only have speaking rights at the discretion of the Chairperson. The Board may decide that any item on the agenda shall be considered confidential and may exclude all non-Board members from such agenda items.

52. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Board member shall not be satisfied by its being done by or to the same person acting in both capacities.

Accounts

53. The Board shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:

- (a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company.

Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions and activities in a clear and complete fashion.

54. The accounts shall be deemed to be kept at the Registered Office of the Company or, subject to Section 222 of the act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of all members, Board members and officers and by other persons authorised by the Company in General Meeting.

The Board shall from time to time, in accordance with Sections 227 and 241 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and any reports referred to in those sections.

55. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the Auditor's report and Board's report shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of Section 240(4) of the Act, be sent to every member of and every holder of debentures of the Company; provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures. The Auditor's report shall be open to inspection and shall be read before the meeting.

Audit

56. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

57. Auditors shall be appointed and their duties regulated in accordance with Sections 237 and 384 of the Act. Social Audit

58. A social audit of the Company's activities may, by resolution of the Company in General meeting, be undertaken annually in addition to the financial audit required by law. The role of such a social audit would be to attempt to identify the social costs and benefits of the Company's work, and to enable an assessment to be made of the Company's overall performance in relation to its objects more easily than may be made from financial accounts alone.

59. Such a social audit may be drawn up by an independent assessor appointed by the Company in General Meeting, or by the Board who may submit their report for verification or comments to an independent assessor. A social audit may include an assessment of the internal management of the Company, democracy and decision making, health and safety, skill sharing and education opportunities, or other matters concerning members' welfare; and an assessment of the Company's activities externally, including its effects on people engaged in the same or similar activities, on users, customers and suppliers, and on persons residing in areas where the Company is located.

Application of Profits

60. Clause 5 of the Memorandum of Association relating to the not-for-profit nature of the Company shall have effect as if the provisions thereof were repeated in these Articles. The surplus of the Company shall be applied solely to creating a general reserve for the continuation and development of the Company.

Indemnity

61. Every member, Board member, Auditor and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any losses or liabilities incurred by him/her in or about the execution or discharge of the duties of his/her office subject to the provisions of Section 310 of the Act, except to the extent that such losses or liabilities shall be attributable to:

- (a) fraud or other matters in respect of which the member concerned shall be convicted of a criminal offence; or
- (b) negligence; or
- (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of the person in question.

Dissolution

62. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

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Dated this day of 2004

WITNESS TO THE ABOVE SIGNATURES:

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