



Company No:

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

-of-

LOCATA (HOUSING SERVICES) LIMITED

1. NAME

The name of the Company is Locata (Housing Services) Limited (the "Company").

2. REGISTERED OFFICE

The Company's registered office is to be located in England.

3. OBJECTS

The objects of the Company shall be:-

- 3.1 carry on the businesses of letting agents, hirers and letters on hire, managers, maintainers, lessors and lessees of any property of any description whatsoever, whether real or personal, corporeal or incorporeal, and whether consisting of choses in rem or choses in action whether under hire purchase agreements or otherwise;

- 3.2 providing services of any nature to registered social landlords, local authorities and other third parties in connection with the provision of housing, property and accommodation including inter alia the maintenance, updating, management and organisation of databases and other electronic or computer systems whether for the processing and arrangement of details relating to properties or tenants or otherwise and the development or procurement of computer software and hardware in connection therewith;
- 3.3 providing, improving or managing housing to be kept available for letting or hostels;
- 3.4 providing land, amenities or services, repairing or improving buildings, for the benefit of those persons occupying houses or hostels provided or managed by the Company; either exclusively or together with other persons;
- 3.5 acquiring, or repairing and improving houses to be disposed of on sale, on lease or on shared ownership terms;
- 3.6 managing houses which are held on leases or other lettings (not being houses to be kept available for letting, but including dwellings on which a licence to occupy has been granted) or blocks of flats;
- 3.7 providing services of any description for owners or occupiers of houses in arranging or carrying out works of maintenance, repair or improvement, or encouraging or facilitating the carrying out of such works;
- 3.8 enabling or assisting any residents of Members of the Company or any other parties to acquire, or to acquire and enter into occupation of, houses;
- 3.9 to prepare, create, publish and distribute books, journals, pamphlets, magazines, films, tapes and other publications relating to the work of the Company and whether alone or together with any other person or persons.

4. **POWERS**

The Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:

- 4.1 to advertise, promote and distribute information regarding the letting of accommodation in whatever way the Company sees fit including by way of the development or the setting up of internet sites, technology, information and software packages, systems and products;
- 4.2 to collect and provide or procure the collection and provision of information counselling advice and guidance in furtherance of the said objects or any of them;
- 4.3 to promote encourage or undertake any form of research relevant to the objects of the Company and to publish and disseminate the results of such research;

- 4.4 to hold or arrange exhibitions meetings lectures classes seminars and training courses either alone or with other organisations and whether public or private;
- 4.5 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
- 4.6 to sell, let, license, mortgage, charge or dispose of or turn to account all or any of the property or assets of the Company;
- 4.7 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
- 4.8 subject to such consents as may be required by law to borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage charge lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage charge lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 4.9 to receive any money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of any person or corporation;
- 4.10 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 4.11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.12 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 4.13 to undertake and execute or manage any trusts which may lawfully be undertaken, executed or managed by the Company;
- 4.14 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of clause 5 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;

- 4.15 to insure and arrange insurance cover for and (so far as permitted by Companies Act 1985 section 310) to indemnify its members, officers, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and to pay any premium in relation to indemnity insurance in respect of liabilities of its Board Members or any of them which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in respect of the Company **PROVIDED THAT** such insurance shall not extend to any liability in respect of an act or omission which such Board Member or Board Members knew or ought reasonably to have known was a breach of duty or trust or which was committed by such Board Member or Board Members recklessly without due regard as to whether such act or omission might be a breach of duty or trust;
- 4.16 to purchase or otherwise acquire or to encourage or promote any in any way support or aid the establishment and development of any subsidiary company established for the purposes of carrying on any trade or business which is a proper trade and business either for the purpose of raising funds for the Company or for the furtherance of the objects of the Company, and to subscribe to, purchase, or acquire in any other way, any chose in action (including but without prejudice to the generality of the foregoing any stock, share, security, unit, debenture or debenture stock in each case whether preferred, deferred or secured or unsecured) and to guarantee, indemnify and secure by mortgaging or charging all or any part of its assets the obligations and liabilities and to make available financial assistance or accommodation in any other way to any such subsidiary company;
- 4.17 to subscribe to become a member of-or amalgamate or co-operate with any other organisation institution society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof and to purchase or otherwise acquire and undertake all such parts of the property assets liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such organisation institution society or body;
- 4.18 to establish where necessary local committees (whether autonomous or not);
- 4.19 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 4.20 to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith;

4.21 to act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.

4.22 to do all such other lawful things as shall further the attainment of the objects of the Company or any of them;

PROVIDED THAT:

4.22.1 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

5. APPLICATION OF INCOME AND PROPERTY

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:

5.1 of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;

5.2 of interest on money lent by a Member or director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;

5.3 to any director of reasonable out-of-pocket expenses;

5.4 of fees, remuneration or other benefit in money or money's worth to a company of which a Member of the Company or a director may be a member holding not more than one hundredth part of the capital of such company;

5.5 of reasonable and proper rent for premises demised or let by any Member of the Company or any director for use by the Company.

6. **LIMITED LIABILITY**

The liability of the Members is limited.

7. **MEMBER'S GUARANTEE**

Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £10.

8. **WINDING UP**

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company for their own benefit, but shall firstly be applied towards the repayment of any monies paid to the Company by way of grant from the Department for Transport, Local Government and the Regions (or any similar or succeeding public or governmental authority) and any sums or property remaining thereafter shall be applied towards the costs of the Members in re-establishing the services provided and undertaken by the Company, whether by way of such services being performed by the Members personally, by another entity which succeeds to some or all of the functions of the Company, or otherwise.