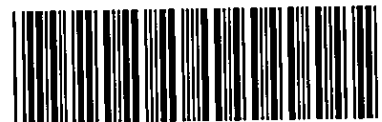


**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION**

**TPAS LTD  
4B Paragon House  
48 Seymour Grove  
Manchester  
M16 0LN  
Tel: 0161 868 3500**

**SATURDAY**



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19/03/2016

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COMPANIES HOUSE

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

-OF-

TPAS LIMITED

- 1 The Company's name is **TPAS LIMITED**
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are to -
  - (a) promote, initiate and develop tenant involvement and empowerment in housing management, training, supply and services to ensure a fair and equitable environment for tenants,
  - (b) advise and assist local authorities, housing associations, housing co-operatives, tenant management organisations, other housing bodies and tenants associations
    - (1) to initiate, develop and implement plans, policies and procedures for tenant involvement in housing management, training, supply and services, and
    - (2) to improve housing management, training, supply and services to better meet the needs of tenants,
  - (c) advise and assist in developing properly accountable and representative tenants associations,
  - (d) identify the need for training and promote, initiate, develop and carry out training in all matters concerning tenant involvement in housing management, training, supply and services,
  - (e) liaise and develop links with local authorities, housing associations, co-operatives, tenant management organisations and other housing bodies, tenants associations, government organisations and advice agencies and organisations of these bodies

The Company shall ensure that its objects are carried out so that they complement services provided by existing organisations, and in particular so that they meet the needs of tenants who are women, who come from ethnic minorities, who have disabilities or who live in rural areas

- 4 To promote its objects but not for any other purpose, the Company may -

- (a) promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results,
- (b) write, make, commission, print, publish or distribute written materials, films, audio or visual tapes or other materials, or assist in these activities,
- (c) arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes,
- (d) raise funds for the Company's use in any way it may think suitable and accept and receive money and funds by way of contributions, donations, grants, subscriptions, legacies, fees and any other lawful method,
- (e) purchase, lease, hire, receive in exchange or as a gift or acquire any real or personal property and any right or privilege which may be required,
- (f) sell, manage, lease, mortgage, dispose of or deal with all or any of the Company's property, with or without payment, and subject to such conditions as the Company may think suitable, and generally to manage and spend all money belonging to the Company,
- (g) construct, maintain, remove, replace, or alter any building, plant or machinery and carry out any other work that may be required,
- (h) provide, furnish, fit out, manage or maintain an office or offices and other premises that may be required,
- (i) employ and pay such employees and professionals or other advisors as may be required,
- (j) grant pensions and retirement benefits to employees of the Company and to their dependants, and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Company and their dependants,
- (l) borrow and raise money in such a way and on such terms and security as the Company may think suitable,
- (m) open and operate banking accounts and other facilities for banking, and draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments,
- (n) invest and deal with the Company's money not immediately required for its objects in or upon such investments, securities or property and in any way that the Company may think fit,
- (o) purchase, subscribe for or otherwise acquire, hold, and deal with shares, stocks, debentures, debenture stock and securities of any other company or corporation and establish, finance and otherwise assist any other company or corporation for any purpose so as to benefit the Company directly or indirectly,
- (p) undertake and execute any trust and agency business and support or subscribe to any charitable or public fund or institution, and if thought desirable for such purpose to pay sums of money to any charitable or public fund or institution,
- (q) establish, promote, amalgamate or co-operate with or become a part or member or affiliate or associate of or act as or appoint trustees, agents, nominees or delegates to control, manage and superintend any institutions, trusts, associations or bodies corporate

or unincorporated carrying on or proposing to carry on any business which the Company is authorised to carry on or which is capable of being conducted so as to benefit the Company,

- (r) Purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, trusts or associations with which the Company is authorised to amalgamate,
- (s) transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, trusts or associations with which the Company is authorised to amalgamate,
- (t) do all such other legal things as shall further the above objects or any of them

5 The income and property of the Company shall be applied only to promote the objects set out in this Memorandum. No part shall be paid or transferred, directly or indirectly, to members of the Company except for payment in good faith,-

- (a) of reasonable and proper wages to any employee (not being a member of its Board of Directors) for any services given to the Company, and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member, officer or employee of the Company,
- (b) of reasonable and proper rent for premises let to the Company,
- (c) of reasonable interest on money lent to the Company
- (d) of fees or other benefit to any company of which a member of the Board is also a member and holding not more than 1/100<sup>th</sup> part of the capital

6 The liability of the members is limited

7 Every member of the Company undertakes to contribute such amount as may be required, not exceeding £1, to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member -

- (a) for payment of the Company's debts and liabilities contracted before he or she ceases to be a member,
- (b) for the costs, charges and expenses of winding up, and
- (c) for the adjustment amongst themselves of the rights of people who have contributed to the Company's assets

8 If any property remains after the Company has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the members of the Company. It shall instead be given or transferred to some other institution or institutions having similar objects to those of the Company and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as clause 5 of this Memorandum imposes on the Company. The institution or institutions which are to benefit shall be decided by the members of the Company at or before the time of dissolution.

We, the subscribers to this Memorandum, wish to be formed into a Company in accordance with Memorandum

**Names and addresses of subscribers**

S J Robertshaw	10 Quick Street, London N 1
Rachel Waterhouse	252 Bristol Road, Birmingham, B5 7SL
Irene Bannon	6 Cavendish Close, London, NW6
Kathy Strachan	18 Montague Street, Colne, BB8 9LP
John Ward	20 Grosvenor Gardens, London, SW1
Michael Irvine	8 Chestnut Avenue, London N8
Hannah Baneth	56 Hazelwood House, London, SE8 5RP

**Dated the 10<sup>th</sup> day of December 1987**

**Witness to the above signatures -**

**Russell Power  
Solicitor  
190 High Road  
Willesden NW10**

THE COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

-OF-

TPAS LIMITED

**INTERPRETATION**

- 1 In these Articles, the words in the first column below have the meanings opposite to them in the second column, if consistent with the subject or context -

<u>Words</u>	<u>Meanings</u>
The Act	The Companies Act 1985
These Articles	The Articles of the Company
The Board	The Directors for the time being of the Company
The Secretary	The Secretary of the Company, or any other person appointed to perform his or her duties, including a joint assistant or deputy Secretary
Tenant Member	A member of the Company qualified by reason of Article 2(a)
Landlord Member	A member of the Company qualified by reason of Article 2(b)
Representative	A person appointed to represent a member
Tenants	Tenants, residents and leaseholders
Month	Calendar month
Clear Days	That period, in relation to a notice, excluding the day when the notice is given and the day on which it is to take effect

Unless the contrary intention appears, words that suggest the singular shall include the plural and vice versa, words that suggest persons shall include corporations Unless the context otherwise requires, words or expressions contained in these Articles have the same meanings as in the Act, including any statutory modification in force when these Articles become binding on the Company

## **MEMBERSHIP**

### **2 Members**

The members of the Company shall be organisations which satisfy the Board that they accept and are sympathetic to the objects of the Company and that either -

- (a) their objects and activities relate wholly or principally to the organisation of tenants, or
- (b) their objects and activities relate wholly or principally to the provision by them of housing on a non-profit making basis

### **3 Admission to Membership**

- (a) every application for membership shall be signed by an officer of the applicant organisation and delivered with the current subscription to the Secretary
- (b) if the Board is satisfied that the applicant organisation meets either of the criteria set out in Article 2, it shall accept the application and admit the applicant organisation to membership as a Tenant or Landlord member. If it is not satisfied, it shall reject the application and, if requested, shall give reasons for its decision
- (c) the Board shall have an absolute discretion in deciding whether to accept or reject an application and whether a member shall be a Tenant or Landlord member
- (d) the Board may make, alter or cancel regulations concerning eligibility for membership which shall have effect until set aside by the Board or by a General Meeting

### **4 Representatives**

- (a) every member shall appoint a Representative to act for it at any meeting of the Company and may remove and appoint another Representative at any time. Appointments and removals shall be in writing and signed by an officer of the member concerned and shall take effect when approved by the Board
- (b) the Board may, in accordance with regulations made by the Company in General Meeting, refuse to approve the appointment of a Representative, and may remove a Representative, on receipt of a notice of appointment and at any other time. The Board shall immediately give written notice to the member concerned requesting it to appoint a replacement

### **5 Honorary Members**

The Board may elect any person as an honorary member provided it is a national representative body concerned with social housing or tenant involvement. They shall have all the privileges of membership except the right to vote at meetings and to be elected as members of the Board

### **6 Consent to Membership**

Every member of the Company shall sign a written consent to become a member. The rights of membership may not be transferred or transmitted to any other person

### **7 Subscription**

Every member of the Company shall pay a subscription at such rate or rates and at such time as the Board shall decide

## **8 Expulsion of Member**

If the Board at any time considers that a member has damaged the Company's interests or has ceased to fulfil the criteria for membership, the following procedure shall apply -

- (a) the Board shall give at least 14 days written notice to the member concerned that a resolution of suspension will be moved at a specified meeting of the Board,
- (b) the member shall be entitled to be present and speak at that meeting but may not vote,
- (c) after hearing any comments made by the member, the Board may resolve to suspend the rights of that member until the next General Meeting. However, that member will still have the right to requisition and to be given notice of General Meetings and to speak and vote there on any motion for its expulsion
- (d) if satisfied that the suspended member has damaged the Company's interests or has ceased to fulfil the criteria for membership, the next General Meeting may expel that member by a vote passed by at least 2/3 of the members present voting

## **9 Termination of Membership**

A member of the Company shall cease to be a member -

- (a) on written resignation to the Secretary,
- (b) on expulsion in accordance with these Articles,
- (c) on failing to pay the current subscription within 30 days of it becoming due

## **GENERAL MEETINGS**

## **10 Annual General Meeting**

The Company shall hold an Annual General Meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15 months shall pass between the date of one Annual General Meeting and the next. It shall be held at such time and place as the Board shall think suitable.

## **11 General Meetings**

The Board may call a General Meeting at any time. The Board shall call a General Meeting on receiving a requisition to that effect, signed by 10% of the members having the right to attend and vote at General Meetings. In default, the requisitionists may call a General Meeting in accordance with Section 368 of the Act.

## **12 Length of Notice**



An Annual General Meeting and a General Meeting called to pass a Special Resolution shall be called by 21 clear days written notice. Any other General Meeting shall be called by 14 clear days written notice. But a General Meeting may be called by shorter notice if it is so agreed,-

- (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting, and
- (b) in the case of any other General Meeting, by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent not less than 95% of the total voting rights at that meeting of all the members

### **13 Contents of Notice**

Every notice calling a General Meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an Annual General Meeting, the notice shall specify the meeting as such. If a Special Resolution is to be proposed, the notice shall contain a statement to that effect.

### **14 Service of Notice**

Notice of General Meetings shall be given to every member and to the Auditors of the Company either personally, via email, or by first class post at any address given by him or her for that purpose. Any notice served by post shall be treated as having been served 24 hours after it was posted. In proving such service it shall be sufficient to show that the letter containing the notice was properly addressed, pre-paid and posted. The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice of a General Meeting shall not invalidate the proceedings at the meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

### **15 Chairperson**

The Chairperson, or in his or her absence the Vice-Chairperson, shall preside at every General Meeting. If at any meeting they are not present, the members present shall elect a Chairperson to preside.

### **16 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. A quorum shall be 30 members or 10% of the members (whichever is less) who have a right to attend and vote at that meeting. A meeting shall be treated as being quorate unless an objection is raised at that meeting or at any adjournment. If a quorum is not present within 30 minutes from the time appointed for holding a meeting, then

- (a) if the meeting was convened on the requisition of members it shall be dissolved,
- (b) if the meeting was convened by the Board it shall be adjourned to such day, time and place as the Board shall decide. If a quorum is not present at the adjourned meeting within 30 minutes from the time appointed for holding the meeting, the members present shall be a quorum.

**17 Adjournment**

The Chairperson of the meeting may, with the consent of any meeting at which a quorum is present (and shall if directed by the meeting), adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**18 Notice of Adjourned Meeting**

Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as for the original meeting. In any other case it shall not be necessary to give notice of an adjourned meeting or of the business to be transacted.

**19 Voting**

At every General Meeting every member shall have one vote, provided that no member shall be entitled to vote unless any subscription due has been paid.

**20 Show of Hands**

A resolution which is put to the vote of a meeting shall be decided on a show of hands, unless a ballot is demanded -

- (a) by the Chairperson of the meeting, or
- (b) by at least 5 members present and entitled to vote, or
- (c) by members who are present and represent not less than 10% of the total rights of all the members who have a right to vote at the meeting.

Unless a ballot is demanded, a declaration by the Chairperson of the meeting that, on a show of hands, a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company, shall be proof of the fact.

**21 Ballot**

A ballot demanded on the election of a Chairperson or on a question of adjournment shall be taken immediately. In any other case it shall be taken at a time and place and in a way that the Chairperson of the meeting shall direct. It shall not prevent the meeting from transacting any business other than the question on which a ballot was demanded. The result of the ballot shall be treated as being the resolution of the meeting at which the ballot was demanded.

**22 Casting Vote**

In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall be entitled to a second or casting vote.

**BOARD OF DIRECTORS**

**23 Management of Affairs**

- (a) The Board shall manage the business of the Company and may pay all expenses incurred in the formation of the Company.

- (b) The Board may use all the powers of the Company, except those powers which are required to be exercised by the Company Meeting. Any such requirement may be imposed either by the Act, or by these Articles, or by any regulation made by the Company in General Meeting. No such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

## **24 Repayment of Expenses**

Members of the Board may be repaid by the Company for reasonable out of pocket expenses which they have properly incurred in connection with the affairs of the Company.

## **25 Payments and Receipts**

All cheques and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in a way that the Board shall decide.

# **MEMBERS OF THE BOARD**

## **26 First Members of the Board**

The first members of the Board shall be those whose names are set out in the notice delivered to the Registrar of Companies under Section 10 of the Act.

## **27 The Board shall consist of:**

- (a) a minimum of three but no more than four national Directors who are current tenants and have been members of TPAS for at least six months, elected for three years by a national ballot after a selection process that will establish competency to undertake the role.
- (b) a minimum of three but no more than four national Directors who are current housing professionals who have been members of TPAS for at least six months, elected for three years by a national ballot after a selection process that will establish competency to undertake the role.
- (c) A maximum of three national Directors who are independent and not eligible to be elected under 27a or 27b above, and who bring relevant business skills to the committee, elected for three years by a national ballot after a selection process that will establish competency to undertake the role.
- (d) the Board may co-opt people as required for specific skills and experience to fulfil company and board objectives. This may include to the role of Chair.

## **28 Elections for the Board shall be as follows:**

a) One-third of the Board shall be elected in any 12-month period. National Directors shall be elected for up to three years and be designated as 'Tenant', 'Landlord', or 'Independent' to ensure a balance of tenants and landlords. All elections shall be called at least 2 months before the Annual General Meeting. All nominations shall be in writing and received by the closing date. Candidates agree to undertake assessment against a competency framework to ensure suitability for office. If nominations exceed vacancies elections shall be by ballot, to be held prior to the Annual General Meeting.

b) Returning Officer

The Company Secretary or their nominee shall be the Returning Officer for all elections

- 29 If any Board member fails to attend three consecutive meetings with accepted apology or two consecutive meetings without accepted apology, they cease to be a member of the Board and a vacancy is created

30 **Termination of Office**

A member of the Board shall cease to be a member -

- (a) on written resignation to the Secretary,
- (b) on retirement in accordance with their term of office in Article 27,
- (c) on ceasing to be the Representative of a qualifying member organisation
- (d) on removal from office by a resolution of the Company in accordance with Sections 303 and 304 of the Act
- (e) if he or she is directly or indirectly interested in an contract with the Company and fails to declare the nature of that contract as required by Section 317 of the Act,
- (f) if he or she becomes prohibited from being a member of the Committee by reason of a disqualification order made by a court under section 295 of the Act,
- (g) becomes bankrupt or makes any composition with his or her creditors generally
- (h) on removal from office in accordance with Article 30
- (i) on removal by a vote of 75% of Executive Committee present and voting for serious breach of the articles, applicable codes of conduct or procedural guidance, or any other conduct considered to be inconsistent with the best interests of the Company Member having first been given a reasonable opportunity to make oral and /or written representations in respect of the proposed resolution
- (j) After a total period of nine years (equivalent to three terms) in office on the Board

The provisions of Section 293 of the Act shall not apply to the Company

## **PROCEEDINGS OF THE BOARD**

### **32 Officers**

At its first meeting after the Annual General Meeting, and whenever a vacancy exists, the Board shall elect a Chairperson and Secretary and such other officers as it may think fit from among the members of the Board. An officer shall hold office until he or she -

- (a) resigns by written notice to the Secretary,
- (b) is removed from office by a resolution of the Board,
- (c) ceases to be a member of the Board

The Chairperson shall be the most appropriate candidate for the position according to the needs of the organisation, elected for a maximum of three years subject to continued presence on the Board

### **33 Regulation of Business**

The Board shall meet, adjourn and otherwise regulate its business as it may decide. Unless the Board decides otherwise, 6 members of the Committee shall be a quorum

### **34 Voting at Meetings**

Questions arising at any meeting shall be decided by a majority of votes. If the votes are equal, the chairperson of the meeting shall have a second casting vote

### **35 Chairperson**

The Chairperson shall preside at Board meetings. If at any meeting he or she is absent, the members present shall elect a Chairperson to preside

### **36 Calling Meetings**

The Secretary may, and on the request of a member of the Board shall, call a meeting of the Board by 14 days written notice given to its members, either personally or by first class post. In the case of urgent business, the Secretary may call a meeting by shorter notice

### **37 Delegation of Powers**

The Board may delegate any of its powers to sub-committees consisting of any persons that the Board shall think suitable. The Board may make, amend and revoke regulations for the purpose of defining the membership, functions and powers of any sub-committee which shall report its acts and proceedings to and confirm to any regulations imposed by the Board

### **38 Vacancies**

The Board may act in spite of any vacancy, but if the number of members of the Board is reduced to less than the number prescribed as the quorum, the Board may only act for the purpose of filling up vacancies in the Board or summoning a General Meeting

**39 Validity of Acts**

Acts done by the Board or by any other person acting as a member of the Board shall be valid in spite of any defect in the appointment or continuance in office of any person acting as a member of the Board

**40 Minutes**

The Board shall cause proper minutes to be made -

- (a) of all appointments of officers made by the Board,
- (b) of all proceedings and resolutions of meetings of the Company, the Company and any sub-committee of the Board, and of the names of persons present at such meetings

Minutes of any meeting, if signed by the chairperson of that meeting, or by the chairperson of the next meeting, shall be conclusive evidence of the facts stated therein

**41 Resolution in Writing**

A resolution in writing, signed by all the members of the Board, shall be as valid and effective as if it had been passed at a meeting of the Board duly convened and held. It may consist of several documents in like form, each signed by one or more of the members of the Board

**42 Acts of the Secretary**

A provision requiring an act to be done by or to a member of the Board and the Secretary shall not be satisfied if it is done by or to the same person acting in both capacities

**SEAL**

- 43** The Board shall provide for the safe custody of the Common Seal of the Company. It shall only be used with the authority of the Board. Every document to which the Seal shall be affixed shall be signed by two members of the Board

**ACCOUNTS**

**44 Books of Account**

The Board shall cause accounts to be kept in accordance with section 221 of the Act. They shall include records of -

- (a) all sums of money received and spent by the Company and details of the transactions involved,
- (b) all sales and purchases by the Company,
- (c) the assets and liabilities of the Company

**45 Location of Books**

The accounting records shall be kept at the Company's Registered Office or, subject to section 222 of the Act, at such other place as the Board shall decide. They shall always be open to inspection by members of the Company during normal office hours.

**46 Preparation of Accounts**

In accordance with Sections 227, 239 and Schedule 4 of the Act, the Board shall cause to be prepared printed and laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

**47 Copies to be made available to Members**

A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors Report and Board Report, shall be made available to every member within 21 days of the meeting.

**AUDIT**

- 48** The Company's accounts shall be audited annually. Auditors shall be appointed and their duties regulated in accordance with Sections 384 to 393 of the Act.

## INDEMNITY

- 49 Every member, auditor and agent of the Company shall be indemnified out of the assets of the Company against all actions, costs, charges, losses, damages and expenses which they may incur or sustain by doing their duty or supposed duty in their respective offices. None of them shall be answerable for the acts, receipts, neglects or defaults of the others or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any money or property belong to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices. The provisions of this Article shall only have effect in so far as they are not avoided by Section 310 of the Act

### Names and Addresses of Subscribers

S J Robertshaw	10 Quick Street, London N 1
Rachel Waterhouse	22 Bristol Road, Birmingham B5 7SL
Irene Bannon	6 Cavendish Close, London NW6
Kathy Strachan	18 Montague Street, Colne BB8 9LP
John Ward	20 Grosvenor Gardens, London SW1
Michael Irvine	8 Chestnut Avenue, London N8
Hannah Baneth	56 Hazelwood House, London SE8 5RP

Dated the 10<sup>th</sup> Day of December 1987  
Witness to the above signatures -

Russell Power  
Solicitor  
190 High Road  
Willesden NW10

Amended at the Annual General Meeting  
on 29<sup>th</sup> October 2012