

**THE COMPANIES ACTS 1985 TO 1989**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION  
OF**

**GENESIS COMMUNITY FOUNDATION LIMITED**



1. The name of the Company is Genesis Community Foundation Limited (**"the Charity"**).
2. The registered office of the Charity is to be in England and Wales.
3. The Charity's objects (the "Objects") are for the benefit of those living in local authority areas in which the Genesis Housing Group owns or manages or plans to own or manage housing stock and neighbouring local authority areas (the "area of benefit") all or any of the following charitable purposes :-
  - 3.1 The promotion for the benefit of the public of urban and/or rural regeneration in the area of benefit where there is social and economic deprivation by all or any of the following means:
    - 3.1.1 the relief of financial hardship;
    - 3.1.2 the relief of unemployment;
    - 3.1.3 the advancement of education, training or retraining, particularly among unemployed people, and providing unemployed people with work experience;

- 3.1.4 the provision of financial assistance, technical assistance or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
- (i) in setting up their own business, or
  - (ii) to existing businesses;
- 3.1.5 the creation of training and employment opportunities by the provision of workspace, buildings, and/or land for use on favourable terms;
- 3.1.6 the promotion of equality and diversity for the benefit of the public by promoting the elimination of discrimination on grounds of race , religion, disability or ethnic origin by raising awareness and understanding of the background, qualities and needs of individuals living in and organisations and groups operating in the area of benefit and by promoting attitudes, customs and practices in favour of equality;
- 3.1.7 the maintenance, improvement or provision of public amenities including community halls and other premises available for use by the community or any sector of it;
- 3.1.8 the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership;
- 3.1.9 the provision of recreational facilities for the public at large or those who by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances, have need of such facilities;
- 3.1.10 the protection or conservation of the environment;
- 3.1.11 the provision of public health facilities and childcare;
- 3.1.12 the promotion of public safety and the prevention of crime including in particular fostering anti social behaviour measures and preserving public order through the provision of services directed towards mediation and conciliation between people, organisations and groups who are involved in disputes or interpersonal conflicts where that dispute or conflict results from or may lead to acts of nuisance, vandalism, racial abuse or breach of the peace; and
- 3.1.13 such other means as may from time to time be determined subject to the prior written consent of the Charity Commissioners for England and Wales.
- 3.2 to develop the capacity and skills of the members of the community in the area of benefit where there is social and economic deprivation in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society; and

- 3.3 to further such other purposes as are charitable according to the law of England and Wales as the Trustees may from time to time determine.
4. The Charity has the following powers, which may be exercised only in promoting the Objects:-
- 4.1 To promote or carry out research.
- 4.2 To provide advice.
- 4.3 To publish or distribute information.
- 4.4 To co-operate with other bodies.
- 4.5 To support, administer or set up other charities.
- 4.6 To raise funds (but not by means of taxable trading).
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.8 To acquire or hire property of any kind.
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.10 To make grants or loans of money and to give guarantees.
- 4.11 To set aside funds for special purposes or as reserves against future expenditure.
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification).
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:-
- 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
- 4.13.2 every transaction is reported promptly to the Trustees;
- 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
- 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 4.13.7 the financial expert must not do anything outside the powers of the Trustees.
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required.
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.18 To enter into contracts to provide services to or on behalf of other bodies.
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity.
- 4.20 To pay the costs of forming the Charity.
- 4.21 To do anything else within the law which promotes or helps to promote the Objects.
- 5. Hidden text
  - 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:-
    - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
    - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
    - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

- 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 Trustees must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:-
- 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3;
- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding;
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:-
- 5.3.1 the goods or services are actually required by the Charity;
- 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4;
- 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:-
- 5.4.1 declare an interest at or before discussion begins on the matter;
- 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- 5.4.3 not be counted in the quorum for that part of the meeting;
- 5.4.4 withdraw during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the prior written consent of the Commission.

6. The liability of members is limited.
  7. Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.
  8. If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities shall be applied to Genesis Housing Group in as far as this is in accordance with charity law and must otherwise be applied in one or more of the following ways:-
    - (i) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
    - (ii) directly for the Objects or charitable purposes within or similar to the Objects;
    - (iii) in such other manner consistent with charitable status as the Commission approve in writing in advance;
- A final report and statement of account must be sent to the Commission.
9. Words and expressions defined in the Articles have the same meanings in this Memorandum.
  10. References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

The person whose name and address is subscribed is desirous of being formed into a Company in pursuance of this Memorandum of Association.

<b>NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS</b>
<b>The Common Seal of</b> ) <b>GENESIS HOUSING GROUP</b> ) <b>LIMITED was hereunto affixed</b> ) <b>in the presence of</b> )  Authorised Signatory  Authorised Signatory

DATED the                      day of                      2005

WITNESS to the above signatures:

NAME

Address

Occupation

**THE COMPANIES ACTS 1985 TO 1989**

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**COMPANY LIMITED BY GUARANTEE  
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**ARTICLES OF ASSOCIATION  
OF  
GENESIS COMMUNITY FOUNDATION LIMITED**

**MEMBERSHIP**

1. Hidden Text
- 1.1 <ADVANCE \u 15.1>The number of members with which the company proposes to be registered is unlimited.
- 1.2 The Charity must maintain a register of members.
- 1.3 Genesis Housing Group shall be a Member.
- 1.4 No person shall be admitted as a Member of the Charity unless he is approved by Genesis Housing Group and the Trustees. Genesis Housing Group is entitled at its absolute discretion to grant or refuse any application for membership.
- 1.5 Membership is terminated if the member concerned:-
  - 1.5.1 gives written notice of resignation to the Charity;
  - 1.5.2 dies or (in the case of an organisation) ceases to exist; or



- 1.5.3 apart from Genesis Housing Group who cannot be removed, is removed from membership by written notice by Genesis Housing Group or by a resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice).
- 1.6 Membership of the Charity is not transferable.

## GENERAL MEETINGS

### 2. HIDDEN TEXT

- 2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least three (or ten per cent of the members if greater) one of which shall be an authorised representative of Genesis Housing Group or a proxy for Genesis Housing Group **PROVIDED THAT** if at any time there shall be less than three Members of the Charity then an authorised representative of Genesis Housing Group or a proxy for Genesis Housing Group shall be a quorum.
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative) has one vote on each issue.
- 2.6 Hidden Text
- 2.6.1 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 2.6.2 If at any time there shall be only one Member of the Charity, if that Member makes a decision which is required to be taken in a general meeting or by means of a written resolution, that decision shall be valid and effectual as if agreed by the Charity in

general meeting. Any decision taken pursuant to this Article 2.6.2 shall be recorded in writing and delivered to the Charity for entry in the Charity's minute book.

- 2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM must be held within 18 months after the Charity's incorporation.
- 2.8 At an AGM the members:-
  - 2.8.1 receive the accounts of the Charity for the previous financial year;
  - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;
  - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - 2.8.4 subject to Article 3.3, elect persons to be Trustees to fill the vacancies arising;
  - 2.8.5 appoint auditors for the Charity;
  - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
  - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them.
- 2.9 Any general meeting which is not an AGM is an EGM.
- 2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least ten per cent of the members.

### **TRUSTEES**

- 3. The Trustees as charity trustees have control of the Charity and its property and funds:-
  - 3.1 The Trustees when complete shall consist of seven individuals or such greater number not exceeding 10 Trustees as may be determined by the Board from time to time. No more than 80% of the Trustees shall also be Directors of Genesis Housing Group or a subsidiary of Genesis Housing Group. No more than two Trustees shall be Independent Trustees.
  - 3.2 The Trustees when complete consist of five individuals. No more than four of the Trustees shall also be Directors of Genesis Housing Group or a subsidiary of Genesis Housing Group. No more than one Trustee shall be an Independent Trustee.

- 3.3 Genesis Housing Group has the power to appoint and remove all the trustees of the Charity by notice in writing to the Secretary.
- 3.4 Anu VEDI, Iain Mackechnie-Jarvis, Susan Higgins and Colin Allies are the first Trustees of the Charity.
- 3.5 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 3.6 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.7 A Trustee's term of office automatically terminates if he or she:-
- 3.7.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;
  - 3.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 3.7.3 is absent from three consecutive meetings of the Trustees without permission of the Trustees;
  - 3.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 3.7.5 is removed by resolution passed by at least 50% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 3.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### **PROCEEDINGS OF TRUSTEES**

4. Hidden text
- 4.1 The Trustees must hold at least three meetings each year.
- 4.2 A quorum at a meeting of the Trustees is two Trustees, one of whom must be appointed under Article 3.3.

- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### **POWERS OF TRUSTEES**

- 5. The Trustees have the following powers in the administration of the Charity:-
  - 5.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
  - 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number;
  - 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
  - 5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings;
  - 5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
  - 5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
  - 5.7 to establish procedures to assist the resolution of disputes within the Charity;
  - 5.8 to exercise any powers of the Charity which are not reserved to a general meeting.

## **RECORDS & ACCOUNTS**

- 6. hidden text
- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:-
  - 6.1.1 annual reports;
  - 6.1.2 annual returns;
  - 6.1.3 annual statements of account.
- 6.2 The Trustees must keep proper records of:-
  - 6.2.1 all proceedings at general meetings;
  - 6.2.2 all proceedings at meetings of the Trustees;
  - 6.2.3 all reports of committees; and
  - 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

## **NOTICES**

- 7. Hidden text
- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means.
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:-

- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 7.3.2 two clear days after being sent by first class post to that address;
- 7.3.3 three clear days after being sent by second class or overseas post to that address;
- 7.3.4 on the date of publication of a newspaper containing the notice;
- 7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier;
- 7.3.6 as soon as the member acknowledges actual receipt.
- 7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### **DISSOLUTION**

- 8. The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

### **INTERPRETATION**

- 9. In the Memorandum in and in these Articles:-

- 9.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"these Articles" means these articles of association

"authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

"Chairman" means the chairman of the Trustees

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

“EGM” means an extraordinary general meeting of the Charity

“financial expert” means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

“Genesis Housing Group” means Genesis Housing Group Limited, a company limited by guarantee with registered number 3802456

“Independent Trustee” means a Trustee who is not a Director of Genesis Housing Group or any subsidiary of Genesis Housing Group

“material benefit” means a benefit which may not be financial but has a monetary value

“member” and “membership” refer to membership of the Charity

“Memorandum” means the Charity’s Memorandum of Association

“month” means calendar month

“the Objects” means the Objects of the Charity as defined in clause 3 of the Memorandum

“Secretary” means the Secretary of the Charity

“taxable trading” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

“Trustee” means a director of the Charity and “Trustees” means all of the directors

“written” or “in writing” refers to a legible document on paper including a fax message

“year” means calendar year

9.2 Expressions defined in the Act have the same meaning.

9.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

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**The Common Seal of** )  
**GENESIS HOUSING GROUP** )  
**LIMITED was hereunto affixed** )  
**in the presence of** )

Authorised Signatory

Authorised Signatory

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DATED the            day of            2005

WITNESS to the above signatures:

NAME

Address

Occupation