



**Dudley Federation of Tenants & Residents Associations**

1 St Giles Street, Netherton DY2 0PR

01384 868010 -- [www.dftra.org.uk](http://www.dftra.org.uk) -- [info@dftra.org.uk](mailto:info@dftra.org.uk)

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**The Companies Acts 2006 and any subsequent amendment to the Act  
Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association of**

**Dudley Federation of Tenants and Residents Associations**

1. The Company's name is Dudley Federation of Tenant and Residents Associations (and in this document it is called the "Company").
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects ("the Objects) are:  
To promote the benefit of the inhabitants of Dudley borough (herein after called the "area of benefit") without distinction of sex or of political or religious or other opinions by associating the local authority, voluntary organisations, inhabitants and others in a common effort to identify and promote the needs of Tenants and Residents of Dudley borough with the object of improving the conditions of life for the said inhabitants. (B) To challenge existing structures to encourage equality for the said inhabitants.
4. In furtherance of the Objects but not otherwise the Company may exercise the following powers:
  - (i) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
  - (ii) To borrow or raise funds and to invite and receive contributions and to accept any gifts of real or personal property provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
  - (iii) To acquire, alter, improve and (subject to such consents as may be required by law) to change or otherwise dispose of property;
  - (iv) Subject to clause 5 below to employ such staff, who shall not be directors on the Company as are necessary for the proper pursuit of the Objects, and to establish, maintain or join and subscribe to any retirement benefit scheme for the benefit of any persons who are or were at any time employees of the Company or their dependants;
  - (v) To establish or support any charitable trusts, associations or institutions formed for any or all of the objects;
  - (vi) To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or similar charitable purposes and to exchange information and advice from them;
  - (vii) To pay out of the funds of the Company the costs, charges and expenses incidental to the formation and registration of the Company;

- (viii) To promote and advertise the Company's activities;
- (ix) To do all such other lawful things as are necessary for the achievement of the Objects.

5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Company, and no directors 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 in this document shall prevent any payment in good faith by the Company:
- (1) Of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his, hers or theirs, when instructed by the Company to act in a professional capacity on its behalf. Provided that at no time shall a majority of the directors benefit under this provision and that a director shall withdraw from any meeting at which his, her or their appointment or remuneration, or that of his, her or their partner, is under discussion;
  - (2) Of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a director;
  - (3) Of interest on money lent by any member of the Company or director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors;
  - (4) Of fees, remuneration or other benefit in money or money's worth to any company of which a director may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
  - (5) Of reasonable and proper rent for premises demised or let by any member of the Company or a director;
  - (6) To any director of reasonable out-of-pocket expenses.

#### Liability of members

6. The liability of the members is limited to a sum not exceeding £1, being the amount that each voting member undertakes to contribute to the assets of the Company in the event of it being wound up and that:
- (1) Payment of the Company's debts and liabilities incurred before he, she they or it ceases to be a member;
  - (2) Payment of the costs, charges and expenses of winding up; and
  - (3) Adjustment of the rights of the contributories among themselves.
7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other Company or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the members of the Company at a General Meeting at or before the time of dissolution and if that cannot be done then to some other charitable object in the West Midlands.