

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

PORTSMOUTH & DISTRICT PRIVATE LANDLORDS ASSOCIATION

1. The Company's name is Portsmouth & District Private Landlords Association (and in this document it is called "the Association")
2. The Association's Registered Office is to be situated in England and Wales.
3. The objects for which the Association is established are:-
 - (a) to provide a forum for consideration of matters relating to the letting of private properties and to promote a professional standard of practice and conduct by all its members for the benefit of the private rented sector as a whole;
 - (b) to improve the lot of private landlords in and around Portsmouth and nationally where appropriate;
 - (c) to improve the image of private landlords by encouraging good letting practices and combating adverse comment in the media and elsewhere
 - (d) to represent the general views of the members to local authorities, national authorities, parliament and any other body which has jurisdiction over or an Interest in the letting of private properties;
 - (e) to consider any matters which affect private landlords in general and to promote such actions that will benefit the members and safeguard their interests consistent with the maintenance of professional standards of conduct;
 - (f) to share information of mutual benefit to members as landlords;
 - (g) to help keep members up to date with current legislation and regulations
 - (h) to liaise with other private landlords associations and organisations;
 - (i) to promote the professional standing of the Association within the private rented sector;
 - (j) to form a focus of contact with local organisations and authorities with interests and/or responsibilities connected with private landlords;
 - (k) to provide and support such social and charitable events as the Association may decide;
 - (l) the doing of all such other things as are incidental to or conducive to the attainment of the above objects

4. In furtherance of the Objects but not otherwise the Association may exercise the following powers:-

- (a) 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 Association;
- (b) Obtain, collect and receive money and funds by way of contribution, donations, affiliation fees, subscriptions, legacies, grants and/or other lawful method in raising funds for Its primary purposes;
- (c) to acquire, alter improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (d) to federate or amalgamate with, affiliate or become affiliated to or co-operate with anybody having the same or similar objects and to acquire and undertake all or any part of the assets, liabilities and engagements of any such body which the Association may lawfully acquire or undertake;
- (e) to arrange and enter into any policies of insurance or assurance or any contracts or agreements to protect service or safeguard the property or interests of the Association;
- (f) to borrow or raise or secure the payment of money in such a manner as the Association shall think fit for the purposes of or in connection with the Association's activities and for the purposes of or in connection with the borrowing or raising of money by the Association to become a member of any building society;
- (g) to receive money on deposit or loan upon such terms as the Association may approve;
- (h) to invest and deal with the monies of the Association not immediately required for the purposes of its activities in or upon such investments or securities and in such manner as may from time to time be determined;
- (i) to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Association or the promotion of which shall be in any manner calculated to advance directly or Indirectly the objects or Interests of the Association .and to acquire or hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares stock or securities issued by or any other obligations of any such company;
- (j) to subscribe for, purchase or otherwise acquire and hold shares, stock, debentures or securities of any other company;
- (k) to do all such other lawful things as are incidental or conducive for the achievement of the Objects;

5. The income and property of the Association 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 Association, and no Executive shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in

money or money's worth from the Association: provided that nothing in this document shall prevent any payment in good faith by the Association:

(1) of the usual professional charges for business done by any Executive who is a solicitor, accountant, printer or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf: provided that at no time shall a majority of the Executives benefit under this provision and that an Executive shall withdraw from any meeting at which **his or her appointment or that of his or her appointment** or that of his or her partner, is under discussion;

(2) of reasonable and proper remuneration for any services rendered to the Association by any member, officer or servant of the Association who is not an Executive;

(3) of interest on money lent by any member of the Association or Executive at a reasonable and proper rate per annum not exceeding 2 per cent over the published base lending rate of a clearing bank to be selected by the Executives;

(4) of fees, remuneration or other benefit in money or money's worth to any company of which an Executive may also be a member holding not more than 1/100th 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 an Executive;

(6) to any Executive of reasonable out-of-pocket expenses, and attendance allowances as approved by the Association from time to time.

2. The liability of the members is limited.

3. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £5) to the Association'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, for payment of the Association's debts and liabilities contracted before he or she 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.

4. If the Association 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 Association, but shall be given or transferred to an association or associations 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 Association by Clause 5 above, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then to some other charitable object.

Clause numbering discontinuity after clause 5 – same as in original

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