

The Companies Act 1985

**Company Limited By Guarantee
And Not Having A Share Capital**

MEMORANDUM OF ASSOCIATION

of

SOUTH EAST CENTRE FOR THE BUILT ENVIRONMENT LIMITED

THE COMPANIES ACT 1985

Company Limited By Guarantee
And Not Having A Share Capital

MEMORANDUM OF ASSOCIATION

of

SOUTH EAST CENTRE FOR THE BUILT ENVIRONMENT LIMITED

1. The name of the company (hereinafter called "the Company") is South East Centre for the Built Environment Limited.
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:

Collaborating to create sustainable improvement in the built environment.

and the Company shall have the following powers:

- 3.1 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;
- 3.2 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 3.3 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;
- 3.4 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
- 3.5 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

- 3.7 to invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
 - 3.8 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;
 - 3.9 to undertake and execute charitable trusts;
 - 3.10 to engage and pay any person or person 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 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;
 - 3.11 to amalgamate with any companies, institutions, societies or associations;
 - 3.12 to pay out of funds of the Company the costs, charges and expenses of any incidental to the formation and registration of the Company;
 - 3.13 to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.
4. 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.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- 4.1 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;
- 4.2 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;
- 4.3 to any director of reasonable out-of-pocket expenses;
- 4.4 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;
- 4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.

5. The liability of the members is limited.
6. 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 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 £1.
7. 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 but shall be given or transferred to some other association or institution having objects similar to the objects of the Company.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum:

Names and addresses of subscribers:

SIGNED by **Derek Hugh Rees**)

in the presence of:)

Derek Rees

41 Hurst Road, TWYFORD,
BERKSHIRE, RG10 0AQ

Subscriber's Address

Witness signature

Susan Robertson

Name

SUSAN ROBERTSON

Address

87 Hawksbury Drive

Calver

Reading RG31 7ZR

Occupation

Personal Assistant

SIGNED by Lee Nicholls

in the presence of:

)
) Lee Nicholls

Southill, 2 Albert Road,
Caversham, Reading, RG4 7PE

Subscriber's Address

Witness signature

Susan Robertson

Name

SUSAN ROBERTSON

Address

87 Hawksbury Drive

Salisbury

Reading RG31 7ZR

Occupation

Personal Assistant

SIGNED by Etienne Mark Christopher Barrett)

in the presence of:

)
) Etienne Mark Christopher Barrett
Hatfield Farm Lane, Hatfield Lane,
Burghfield Village, Reading
Berks RG30 3TH.

Subscriber's Address

Witness signature

Tina McGeachan

Name

Tina McGeachan

Address

28 Warren Road

Woodley

Reading

Occupation

Project Manager.

SIGNED by Donald Dudley Ward)

in the presence of:)

[Handwritten Signature]

*Greenways, Closter Road,
Mere, Knutsford WA16 6LR*

Subscriber's Address

Witness signature *[Handwritten Signature]*
Name *MALCOLM JODDS*
Address *Shetfield Hall
Woburn Avenue
Reading RG2 7EX*
Occupation *Removal Director*

Dated this *19th* day of *January* 2005

SIGNED by Derek Clements-Croome)

in the presence of:)

[Handwritten Signature]

*8 Gunterstone Rd
London W14 9BU*

Subscriber's Address

Witness signature *[Handwritten Signature]*
Name *Tina McGeachan*
Address *28 Warren Road
Woodley
Reading*
Occupation *Project Manager*

Dated this *19th* day of *January* 2005