

**COMPANIES ACT 1985 – 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

LONDON FIRE BRIGADE WELFARE FUND LIMITED

1. The name of the Company is London Fire Brigade Welfare Fund Limited (“**the Welfare Fund**”).
2. The Welfare Fund’s registered office is to be situated in England.
3. The objects (“**the Principal Objects**”) for which the Welfare Fund is established are:
 - (a) to acquire and take over all and any part of the assets and liabilities of the present unincorporated body known as the ‘London Fire Brigade Welfare Fund’;
 - (b) to promote the general welfare of Members of the Welfare Fund; and
 - (c) to provide facilities for sports, recreation and entertainment for Members of the Welfare Fund.
4. In furtherance of the Principal Objects but not otherwise the Welfare Fund shall have power:
 - (a) to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may appear convenient;
 - (b) to construct, maintain and alter any houses, buildings or installations;
 - (c) to accept any gift of property, whether subject to any special trust or not, for any purpose within the Principal Objects;
 - (d) to take such steps by personal or written appeals, public meetings, undertakings or otherwise as may seem expedient for the purpose of procuring contributions to the funds of the Welfare Fund;
 - (e) to print and publish any newspapers, periodicals, books or leaflets;
 - (f) to sell, lease, mortgage or otherwise deal with all or any part of the property of the Welfare Fund;
 - (g) to borrow and raise money and secure its repayment in any manner¹;
 - (h) to invest the funds of the Welfare Fund in or upon such investments, securities or property as may be thought fit;

- (i) to undertake and execute any trusts or any agency business which may seem conducive to any of the Principal Objects;
 - (j) to employ or engage staff in furtherance of the Principal Objects;
 - (k) to subscribe to any local or other charities, and to grant donations for any public purpose;
 - (l) to establish and support, and to aid in the establishment and support of, any other association formed to promote all or any of the Principal Objects;
 - (m) to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Welfare Fund;
 - (n) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Welfare Fund is authorised to amalgamate;
 - (o) to transfer all or any part of the property, assets, liabilities and engagements of the Welfare Fund to any body with which the Welfare Fund is authorised to amalgamate;
 - (p) to do such things as the directors consider to be in the best interests of the Welfare Fund; and
 - (q) to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Principal Objects.
5. The income of the Welfare Fund, from wherever derived, shall be applied solely in promoting the Principal Objects, and no distribution shall be made to its Members in cash or otherwise.
6. The liability of the Members is limited.
7. Every Member of the Welfare Fund undertakes to contribute such amount as may be required (not exceeding £1) to the Welfare Fund assets if it should be wound up while he is a Member or within 1 year after he ceases to be a Member, for payment of the Welfare Fund's debts and liabilities 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.
8. If on the winding up of the Welfare Fund there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the Members of the Welfare Fund, but shall be given or transferred to some other body (whether or not it is a member of the Welfare Fund) having objects similar to those of the Welfare Fund, or to another body the objects of which are charitable.

We, the Subscribers to this Memorandum of Association, wish to be formed a company pursuant to this Memorandum.

Names and addresses of Subscribers:

..... Date:
STEPHEN SHORT of
Furzy Lawn, Romsey Road, Lyndhurst, Hampshire, SO43 7FL

..... Date:
ADAM ANDREWS of
East Greenwich Fire Station, 325 Woolwich Road, London SE7 7RF

Witness to each of the above signatures:

Signature: Name: Carole Connolly
Date: 2009
Address: 96 Southwark Bridge Road,
London SE1 0EF
Occupation: Senior Manager