

Company Limited by Guarantees and
not having a Share capital

MEMORANDUM OF ASSOCIATIONS
OF
RICHINGS PARK SPORTS CLUB LIMITED

1 The name of the Company (hereinafter called "the Club") is "RICHINGS PARK SPORTS CLUB LIMITED".

2 The registered Office of the Club will be situate in England

3 The objects for which the club is established are: -

- (a) To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as "Richings Park Sports Club".
- (b) **The main purpose of the Club is to provide facilities for, and promoting and encouraging participation in one or more eligible sports, that is Cricket, Bowls, Lawn tennis, Association Football, Softball.**
- (c) To buy and sell beers, wines, spirits, mineral waters, cordials, squashes, ciders, and all alcoholic and non-alcoholic beverages for the consumption on or off the premise, subject to the necessary consent being granted by the licensing authorities, tobacco, cigars and cigarettes, confectionery, snacks and food and meals of every description, and subject to the laws from time to time in force for use and benefit of members to acquire, own, hire and operate gaming and amusement machines and apparatus of every description and to promote, sponsor and otherwise engage in lotteries, raffles, draws, bingo and games of chance for prizes.
- (d) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Club may think necessary or convenient for the promotion of its objects and lay out and construct sports ground and construct maintain and alter any buildings or erections necessary or convenient for the work of the club.
- (e) To sell, let mortgage, dispose of or turn to account all or any of the property or assets of the club as may be thought expedient with a view to the promotion of its objects.
- (f) To undertake and execute any trusts which may lawfully be undertaken by the Club and may be conducive to its objects.
- (g) To borrow or raise or secure the payment of money for the purposes of the Club on such terms and on such security as may be thought fit.
- (h) To invest the moneys of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.

- (i) To establish and support or aid in the establishment and support of any charitable or benevolent association or institutions and to subscribe or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Club or calculated or further its objects.
- (j) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that the Club shall not support with its funds and object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Club would make it a Trade Union.

Provided also that in case of the Club shall take or hold any property subject to the jurisdiction of the Charity commissions for England and Wales or the Board of Education, the Club shall not sell, mortgage, charge or lease the same without such authority, approval, or consent as may be required by law, and as regards any such property the Managers or Trustees of the Club shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner as to the same extent as they would as such Managers or Trustees have been if no Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Board of Education over such Managers or Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Club were incorporated. In case the Club shall take or hold any property, which may be subject to any trusts, the Club shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4 The income and property of the Club, whence so ever derived, shall be applied solely towards the promotion of the objects of the club as set forth in its 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 the Members of the Club.

Provided that nothing herein shall prevent the payment, in good faith of reasonable and proper remuneration to any officer or servant of the club, or to any Member of the Club, in return for any services actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding seven and half per centum per annum on money lent or reasonable and proper rent for premises demised or let by any member to the club but so that no remuneration or other benefit in money or moneys worth shall be given by the Club to any Member or Governing Body, for his services as such Member, except repayment of out of pocket expense.

5 The liability of the members is limited.

6 Every member of the Club undertakes to contribute to the assets of the Club, 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 the debts and liabilities of the Club contracted before he ceases to be a member, and the costs, charges and expense of the winding up and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding five pence.

7 If upon winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, and after making provision for the continuance of any pensions granted and the grant of any further pensions authorised hereby which the club may decide to grant, any property whatsoever, the same shall not be paid to or distributed among the Members of the club but shall be given, or transferred to another CASC, a registered Charity or Sports' Governing Body.