

**MEMORANDUM AND ARTICLES OF ASSOCIATION** constituting the rules of a Member's club incorporated as a company limited by guarantee

MEMORANDUM OF ASSOCIATION

COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE LODDON VALE INDOOR BOWLING CLUB LIMITED.  
COMPANY REG. NO: 2569666

1. The name of the Company is "The Loddon Vale Indoor Bowling Club Limited"
2. The registered office of the Company will be situated in England
3. The Company's objects are:
  - 3.1 To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as "The Loddon Vale Indoor Bowling Club".
  - 3.2 To promote and further the game of indoor bowls and social activities between members themselves and members of other clubs with similar objectives. To adopt and enforce the laws of the game as laid down by the World and National Indoor Bowling Associations. To hold championships competitions, league and representative matches and other games as deemed desirable. To provide facilities for the disabled to play Bowls. The Club shall be affiliated to the English Indoor Bowling Association, English Women's Indoor Bowling Association, Hampshire County Indoor Bowling Association and Hampshire County Women's Indoor Bowling Association and such other associations as may be for the benefit of the Company from time to time.

- 3.3 To establish and maintain and conduct an Indoor Bowling Club for the accommodation of the members of the Company and generally to afford to them all the usual privileges, advantages and accommodation of a club.
- 3.4 To acquire by purchase, lease or otherwise grounds at Churchill Way West, Basingstoke, Hampshire and to pay out and maintain the same for Indoor Bowling and to build or otherwise provide a clubhouse and other usual facilities in connection therewith, and to furnish, modify and maintain the same, and to permit the same to be used by members of the Company and others, either gratuitously or for payment.
- 3.5 To acquire by purchase, lease or otherwise any other lands or property contiguous or near to the premises of the Company, and such as may be deemed by the Company likely to advance or benefit, either directly or indirectly, the interest of the Company.
- 3.6 To manage, improve, cultivate and maintain all or any part of the lands and other property of the Company, and to demise, sell or otherwise deal with and dispose of the same, either together or in portions, for such considerations as the Company may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.
- 3.7 To purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the grounds, clubhouse and other premises of the Company by persons frequenting the same, whether members of the Company or not.

- 3.8 To buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with Indoor Bowling and in all kinds of liquors, provisions and refreshments required or used by members of the Company or other persons frequenting the grounds, clubhouse or premises of the Company.
- 3.9 To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, charges and pensions.
- 3.10 To promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and matches for the playing of Indoor Bowling and to offer give or contribute towards prizes and awards for such sports and to promote, give to or support dinners, balls concerts and other entertainments
- 3.11 To establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of any other associations or clubs whose objects are similar or in part similar to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company provided that no subscription shall be paid to any such other association or club out of funds of the Company, except bona fide in furtherance of the objects of the Company.
- 3.12 To support and subscribe to any charitable or public body and any institution, society or club which may be for the benefit of the Company or its employees, or may be connected with Indoor Bowling to give pensions,

gratuities, Christmas boxes or charitable aid to any person who may have

served the Company, or to the wife, widow, children or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

3.13 To invest and deal with the money of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

3.14 To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Company by or by mortgage or charge or upon all or any part of the property of the Company

3.15 To do all such other lawful things as are incidental or conducive to the attainment of the above objects 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 Company 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

5. The liability of the members is limited

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00 One Pound) to the Company's assets if it should be wound up while he is a member or within one year if he ceases to

be a member or payment of the Company's debts and liabilities contracted before he ceases to be a member and of the costs, charges and expenses of winding up for the adjustment of the rights of contributories among themselves

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 body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof in accordance with the Articles of Association.