

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL



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COMPANIES HOUSE

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MEMORANDUM OF ASSOCIATION

OF

LONG CLAWSON RECREATION GROUND

(Amended by Special Resolution passed 25<sup>th</sup> February 2003)

1. The company's name is Long Clawson Recreation Ground (and in this document it is called "the Charity").
2. The Charity's registered office is to be situate in England and Wales.
3. The Charity's objects are:-
  - 3.1. To promote the benefit of the inhabitants of the village of Long Clawson and the neighbourhood thereof (hereinafter called "the area of benefit") without distinction of sex, sexual orientation, race or political, religious or other opinions by associating together the said inhabitants and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and other leisure-time occupation with the object of improving the conditions of life for the said inhabitants by the provision of a village hall and recreation ground;
  - 3.2. To establish or secure the establishment of a Village Hall and to maintain and manage the same, whether alone or in co-operation with any local authority or other person or body in the furtherance of these objects.
4. In furtherance of the objects but not otherwise the Charity may exercise the following powers:-
  - 4.1. 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 Charity;
  - 4.2. to raise funds and to invite and receive contributions provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
  - 4.3. to acquire, alter, improve (subject to such consents as may be required by law) to charge or otherwise dispose of property;
  - 4.4. subject to clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "the Trustees"), as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents;
  - 4.5. to establish or support any charitable Trusts, associations or institutions formed for all or any of the objects;
  - 4.6. to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or similar charitable purposes and to exchange information and advice with them;

- 4.7. to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 4.8. to do all such other lawful things as are necessary for the achievement of the objects.
5. The income and property of the Charity shall be applied solely towards the formation 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 Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefiting money or monies worth from the Charity provided that nothing in this document shall prevent any payment in good faith by the Charity:-
  - 5.1. of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
  - 5.2. of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a bank to be selected by the Trustees;
  - 5.3. of remuneration or other benefit in money or monies worth to any company of which a Trustee may also be a member holding not more than a one hundredth part of the issued capital of that company;
  - 5.4. of reasonable and proper rent for premises demised or let by any member of the company or a Trustee;
  - 5.5. to any Trustee of reasonable out of pocket expenses.
6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10.00) to the Charity's assets if it should be wound up by he or she as a member or within one year after he or she ceases to be a member, for payment of the Charity's debts the liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses or winding up, and for the adjustment of the rights of the contributors among themselves.
8. If the Charity 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 Charity, but shall be given or transferred to some other charity or charities having objects similar to the objects which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity or the Directors of Long Clawson Dairy Limited at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are below, wish to be formed into a company under this Memorandum of Association.

Signatures, names and addresses of subscribers

1. Mr Sidney Roy Eggleston  
Bridge Farm  
Long Clawson  
Nr Melton Mowbray  
Leicestershire  
LE14 4NB

2. Mr Richard Chandler  
Highfield Farm  
Long Clawson  
Nr Melton Mowbray  
Leicestershire
3. Mrs Joy Irene Doubleday  
Nutwood  
47 East End  
Long Clawson  
Nr Melton Mowbray  
Leicestershire  
LE14 4NG
4. Mr Andrew King  
Bethany  
Church Lane  
Long Clawson  
Nr Melton Morbray  
Leicestershire
5. Mr Martin John Kelk  
Chestnut Cottage  
West End  
Long Clawson  
Nr Melton Mowbray  
Leicestershire

Dated this

day of

2003

Witness to Subscribers

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