

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

THE LENZIE BOWLING CLUB LIMITED

MEMORANDUM OF ASSOCIATION

1. The name of the Company is “**The Lenzie Bowling Club Limited**”.
2. The registered office of the Company is in Scotland.
3. The objects for which the Company is established are:
 - 3.1. to promote the sport of bowling by providing and maintaining the whole heritable property of the Company and other facilities for the Members of the Company ;
 - 3.2. to promote and foster friendship and fellowship between Members and other bowling clubs and associations when playing the sport of bowling and;
 - 3.3. to encourage and offer coaching facilities to all Members to permit them to participate in the sport of bowling (“the Objects”).
4. The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
 - 4.1. to pay out of the Company’s funds the costs incurred in forming the Company ;
 - 4.2. to acquire or hire property of any kind, and any interests in or rights over property of any kind;
 - 4.3. to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets as the Company sees fit ;
 - 4.4. to borrow or raise or secure the payment of money in such manner as the Company shall think fit acting in accordance with the Articles of Association, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a member of any building society ;
 - 4.5. to invest and deal with the Company’s money in any manner and to hold or otherwise deal with any investments made;
 - 4.6. to sell, dispose of, let, mortgage, or charge any property (heritable, moveable or immovable) of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;
 - 4.7. to make grants or loans of money and to give guarantees and indemnities on any terms and to support and subscribe to any charitable or public object ;
 - 4.8. to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
 - 4.9. to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract ;

The Lenzie Bowling Club Limited Memorandum of Association

- 4.10. to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
 - 4.11. to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
 - 4.12. to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: but any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
 - 4.13. to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Company) advantageously be combined with the Objects;
 - 4.14. to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return, and ;
 - 4.15. to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 5.** The income and capital of the Company must be applied solely towards the promotion of the Objects. No part of the income or capital may be paid or transferred, directly or indirectly, to the Members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:
- 5.1. reasonable and proper remuneration to any officer, employee, or Member of the Company in return for any services provided to the Company;
 - 5.2. a reasonable rate of interest on money lent to the Company;
 - 5.3. reasonable rent for property let to the Company;
 - 5.4. reasonable expenses to any officer, employee or Member of the Company; or
 - 5.5. premiums on the indemnity insurance referred to in clause 4.12.
- 6.** The liability of the Members is limited.
- 7.** This clause applies on the winding-up or dissolution of the Company. Every Member promises, if the Company is wound up while he is a Member or within one year after he ceases to be a Member, to contribute up to £1 to the costs of winding up the Company and meeting the liabilities incurred while he was a Member.
- 8.** This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the Members of the Company. Instead it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in this Memorandum of

The Lenzie Bowling Club Limited Memorandum of Association

Association and which are beneficial to the people of Lenzie. The companies, organisations or institutions will be nominated by the Trustee Directors and approved by the Members of the Company at or before the winding up or dissolution. If the Trustee Directors are unable to identify any similar companies, organisations or institutions then the surplus may be paid or transferred to any charity or charities recommended by the Trustee Directors and approved by the Company.

9. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

10. We, the persons whose names are written below, wish to be formed into a Company under this Memorandum of Association.

NAME/SIGNATURE/ADDRESS/WITNESS /SIGNATURE/ADDRESS/DATE