

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Memorandum of Association
OF
The Draycote Water Sailing Club
Limited.

Amended at EGM – 8th August 2004

1. The name of the Company (hereinafter called "The Club") is "THE DRAYCOTE WATER SAILING CLUB LIMITED"
2. The registered office of the Club will be situated 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 "Draycote Water Sailing Club".
 - (b) To establish, maintain, conduct and be responsible for all the liabilities of the Club (carried on otherwise than for profit) for the following purposes:-
 - (i) To encourage amateur yacht sailing and other sports, games and pastimes.
 - (ii) To encourage the study of seamanship, pilotage and navigation, the improvement in design of cruising and racing yachts and boat building and sail making.
 - (iii) To hold and arrange matches, races, regattas and competitions in yachting and other sports, pastimes and games and to offer and grant contributions towards the provision of prizes, awards and

distinctions.

- (iv) To promote social intercourse between members of the Club and their friends and to provide accommodation with all the usual privileges and advantages of a Club for the purposes aforesaid.
 - (v) The property and funds of the Club cannot be used for the direct or indirect private benefit of Members other than as reasonably allowed by the Memorandum and Articles of Association and all surplus income or profits shall be reinvested in the Club provided that this shall not prevent the Club from employing Members in connection with the Sports purposes of the Club (though not for competing) and remunerate them for providing goods and services on fair terms set by the Committee without the person concerned being present. Further this shall not prevent the Club from providing the ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.
- (c) To provide club-houses, dormy-houses and other facilities and conveniences for the use of members of the Club, and to furnish and maintain the same, and to permit the same to be used by the members of the Club and their friends, either gratuitously or upon such terms as shall be agreed upon, and to manage the affairs of the Club, and generally to do whatever may seem best calculated to promote the interests of the Club.
 - (d) To provide all kinds of meals and refreshments, liquor (alcoholic or otherwise), tobacco and other articles for the use of the members of the Club and their guests.
 - (e) To buy, sell and deal in all kinds of boats, vessels, gear, equipment, fittings, apparatus, articles of apparel and materials in connection with the objects of the Club, and all kinds of provisions required by the members of the Club.
 - (f) To acquire by purchase, lease, or otherwise, premises, land and land covered by water and to lay out and maintain the same for sailing or other associated sports or pastimes, and to build or otherwise provide a club-house and other usual facilities in connection therewith, and to

furnish, modify and maintain the same, and to permit the same to others, either gratuitously or for payment.

- (g) To acquire by purchase, lease, or otherwise any other lands, or property situate contiguous or near to the premises of the Club, and such as may be deemed by the Club likely to advance or benefit either directly or indirectly, the interest of the Club.
- (h) To manage, improve, cultivate and maintain all or any part of the lands, and other property of the Club, and to demise, sell, or otherwise deal with and dispose of the same, either together or in portions, for such considerations as the Club may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.
- (i) 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 club-house and other premises of the Club by persons frequenting the same, whether members of the Club or not.
- (j) To hire and employ all classes of persons considered necessary for the purposes of the Club and to pay to them and to other persons in return for services rendered to the Club salaries, wages, charges and pensions.
- (k) 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 Club, or the establishment or promotion of which may be beneficial to the Club. Provided that no subscription be paid to any such other association or club out of the funds of the Club, except bona fide in furtherance of the objects of the Club.
- (l) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Club or its employees, or may be connected with sailing; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Club, 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 Club.

- (m) To invest and deal with the monies of the Club not immediately required, upon such securities, and in such manner as may from time to time be determined.
 - (n) 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 Club, or by mortgage or charge upon all or any part of the property of the Club.
 - (o) 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 liability of the members is limited.
5. Every member of the Club undertakes to contribute to the assets of the Club in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding £1.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names Addresses and Descriptions of Subscribers.

CHARLES BARRATT,
Kenilworth Lodge,
Kenilworth, Warks.
Solicitor and Town Clerk.

JOHN CROWDER HART,
90, Leicester Lane,
Leamington Spa,
Company Director.

CHARLES ANTONY FRANCIS MITCHELL
5, Station Avenue,
Coventry.
Chartered Accountant.

MICHAEL JOHN ARTHUR SMITH
Cherry Tree Cottage,
Thurlaston Turn, London Road,
Dunchurch, Rugby, Warwicks.
University Lecturer.

BRIAN VINCENT REDKNAP,
95, Baginton Road,
Coventry.
Senior Principal Engineer City
Engineers Dept. Coventry.

REGINALD LOUIS PERCIVAL,
130, Leamington Road,
Coventry.
Training Officer.

WILLIAM FRANCIS MUNNINGS,
38, Kendal Rise,
Coventry.
Sheet Metal Foreman.

DATED this 18th Day of February, 1970.

WITNESS to the above Signatures

D.J. PEACHEY, Solicitor, Coventry