

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

of

GERRARDS CROSS SQUASH CLUB LIMITED

- 1 The name of the company is "**GERRARDS CROSS SQUASH CLUB LIMITED**".
- 2 The Registered Office of the Company will be situate in England.
- 3 The objects for which the Company is established are:-
 - (A) To acquire and take over all or any part of the assets, property and liabilities of the present Association known as Gerrards Cross Squash Club.
 - (B) To promote the game of squash rackets and other athletic sports and pastimes in Gerrards Cross and district.
 - (C) To reinvest any trading surplus in the Company. The Company will operate on a non-profit making basis and no property or funds can be directly or indirectly used for the private benefit of Members.
 - (D) To establish, maintain and conduct a squash club for the accommodation of the Members of the Company and their guests and others.
 - (E) To acquire by purchase, lease, licence or otherwise the premises including the Squash Court Building built by Gerrards Cross Squash Club at The Memorial Centre, East Common, Gerrards Cross, Bucks, and used under tenancy at will from the Gerrards Cross Memorial Association and to continue to provide thereon courts for squash or other athletic sports or pastimes, and other usual facilities in connection therewith and to furnish, alter, enlarge, repair, uphold and maintain the same, and to permit the same to be used by Members and others, either gratuitously or for payment.
 - (F) To acquire by purchase, lease, licence or otherwise any other lands, or property which may be deemed by the Company likely to advance or benefit either directly or indirectly the interests of the Company.
 - (G) To manage, improve and maintain all or any part of the lands, and other property and assets of the Company, including the premises, and to demise, underlet, exchange, sell, or otherwise deal with and dispose of the same, either together or in portions, for such considerations as the Company may think fit.

- (H) To purchase, hire, provide, lend and maintain all kinds of equipment, and other things required or which may be conveniently used in connection with the premises by persons frequenting the same, whether Members of the Company or not.
- (I) To buy, prepare, make, supply, sell, maintain and deal in all kinds of squash rackets and balls, and all apparatus used in connection with the game of squash and other athletic sports and pastimes, and all kinds of liquors, provisions, and refreshments required or which may be conveniently used in connection with the premises by persons frequenting the same, whether Members of the Company or not.
- (J) To hire, employ and retain all classes of persons considered necessary for the purposes of this Company, and to pay to them and to other persons in return for goods and services rendered to the Company salaries, wages, gratuities, pensions and any other relevant form of emolument.
- (K) To promote and hold, either alone or jointly with any other company, association, club, or persons, meetings, competitions, and matches for the playing of squash or any other athletic sports or pastimes, and to offer, or contribute towards prizes, medals and awards therefore and to promote, give, or support, dinners, balls, concerts and other entertainments.
- (L) To invest and deal with the moneys of the Company not immediately required in such securities and in such manner as may from time to time be determined.
- (M) 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, or by mortgaging or charge upon all or any part of the property and assets of the Company.
- (N) To seek and accept sponsorship, gifts and grants of money from public or private persons or bodies in furtherance of the objects of the Company.
- (O) To pay all the expenses in connection with the formation and incorporation of the Company.
- (P) To do all such other lawful things which in the opinion of the Directors is or may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the objects specified in each of the Sub-Clauses of this Clause shall be regarded as independent objects and accordingly shall not be limited or restricted (except where otherwise expressed in such Sub-Clauses) by reference to or inference from the terms of any other Sub-Clause or the name of the Company, but may be carried out in as

full and ample a manner and construed in as wide a sense as if each of the said Sub-clauses defined the objects of a separate and distinct company.

- 4 The liability of the Members is limited.
- 5 Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he, or she, is a Member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he, or she, ceases to be a Member, and the cost, 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 Ten Pounds each Member.

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

NAMES, ADDRESSES AND DESCRIPTIONS AND SUBSCRIBERS

SIGNATURES

David Sledge 10 Pinewood Close
 Gerrards Cross
 Bucks SL9 7DS

Nicholas Hallchurch Orwell House
 10 Chase Close
 Coleshill, Amersham
 Bucks HP7 0LX

Dated the 22nd day of September 2008

WITNESS to the above Signatures.....