

The Companies Act 1985

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

**MEMORANDUM
OF ASSOCIATION
OF**

**SURBITON RACKET AND
FITNESS CLUB LIMITED**

Company number: 02615056

THE COMPANIES ACT 1985

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NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
OF
SURBITON RACKET AND FITNESS
CLUB LIMITED**

1. The name of the Company is 'SURBITON RACKET AND FITNESS CLUB LIMITED'.
2. The Registered office of the Company will be situated in England.
3. The objects for which the Company is established are:
 - (a) To acquire the assets and assume the liabilities of the Club known as SURBITON RACKET AND FITNESS CLUB .
 - (b) To promote and carry on tennis, squash, health and fitness and any other outdoor or indoor athletic sports games, pastimes, pursuits and amusements and to hold or arrange tennis, squash and other matches, tournaments and competitions with or without charge for admission and to offer and grant or contribute towards the provisions of prizes, cups, awards and distinctions in relation to such sport and games.
 - (c) To promote and carry on private or public classes and meeting of any kind for improvements or persons of all ages in tennis, squash, health and fitness or in all or any other of the said sports, games, pastimes, pursuits and amusements.
 - (d) To organise, direct and carry on indoor or outdoor concerts, business and educational functions and exhibitions, recitals, alfresco and illuminated fetes and plays, band and other performances, balls, dances and social and other entertainments and meetings, either supplemental to the said games or sports of any other them or separately and independent thereof, and to engage and employ and pay artistes, performers and other persons for such purposes and to purchase or hire any articles, goods or appliances necessary to relation thereto.
 - (e) To buy, prepare, repair and make supply, sell and deal in all kinds of goods, clothing, apparatus and equipment used in connection with the games of tennis, squash, health and fitness and all other outdoor or indoor athletic sports games, pastimes, pursuits and amusements.
 - (f) To drain, plant fence in and otherwise develop and lay out for the above-mentioned purposes, or any of them, any land of the Company.
 - (g) To purchase, take on lease or in exchange, hire or otherwise acquire any further or other land and any other freehold, leasehold or personal property and to obtain options and enter into agreements, arrangements or convents in relations to the same and to purchase or otherwise acquire any rights, privileges and easements, fixtures, apparatus and other articles or plant

which may be deemed necessary or suitable for any of the purposes of the Company.

- (h) To construct, erect, maintain, improve or demolish buildings or works necessary or convenient for any of the purposes of the Company, to lay out any land of the Company for any of the above-mentioned.
- (i) To carry on the business of a registered club or clubs and refreshment caterers, and to apply for and hold any Magistrates' excise or other licences which may be necessary for such purposes.
- (j) To make and from time to time vary or add to or rescind any byelaws, rules or regulations for the control, use and management of the land and other property of the Company as may from time to time be determined.
- (k) To let for the day or any longer or shorter period on lease or agreement all or any part of such land buildings, erections and other property of the Company as aforesaid to the trustees or managers of any tennis, squash or other club, or to any school or association, or to any refreshment contractors, or to any other person or persons and upon for such purposes as the Company or its Directors may from time to time think fit.
- (l) To sell, develop or dispose of the whole or any part of the freehold, leasehold or personal property, or the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (m) To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (n) To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as the Company from time to time determine.
- (o) To raise money by subscriptions, matches and competitions, lotteries or any other means and to grant any rights and privileges to club members, temporary and visiting members and members of other clubs.
- (p) To borrow and raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debentures stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) and also by similar mortgage charge of lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (q) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (r) To make and carry into effect arrangements with respect to the union of interests or amalgamation with or absorption of (either in whole or in part) any other company, club or other persons having objects similar to those of the Company.
- (s) Either by purchase or otherwise to maintain, establish or promote or assist in maintaining or promoting the establishment of other clubs, companies or associations with objects similar to those of the Company or any of such objects and to acquire and hold shares in such clubs, companies or

associations and to give donations or subscriptions and make loans thereto with or without security and generally on such terms as the Company shall think fit, and also to establish or promote or assist in promoting athletic sports of all kinds, shows and exhibitions.

- (t) To support and subscribe to any charitable or public object and any institute society or club which may be for the benefit of the Company or its servants or employees or agents to give pensions, gratuities or charitable aid to any person or persons who may have served the Company or to the wives, 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 person employed by the Company.
 - (u) To promote any other company for the purpose of acquiring all or any of the property of the Company and undertaking any business or operations which may appear likely to assist or benefit the Company, provided the same is not contrary to the principal objects of the Company set out in Clause 3(b) and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
 - (v) To do all such other 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 whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of this Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant or agent of the Company or to any member of the Company in return for any services actually rendered to the Company, nor prevent the payment of reasonable and proper interest on money lent or reasonable and proper rent for premises let by any member of the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of 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 £1.00.
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 or distributed among the members of the Company, but shall be given or transferred to some other club or organisation having objects similar to the objects of the Company, and which shall prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company by Clause 4 hereof and this Clause, and if and so far as effect cannot be given to such provision, then to some charitable object.