

THE COMPANIES ACTS 1985-2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

ENGLISH INDOOR BOWLING ASSOCIATION LIMITED

1 TITLE

The name of the company is **ENGLISH INDOOR BOWLING ASSOCIATION LIMITED** (hereinafter referred to as “the Association”).

2 REGISTERED OFFICE

The registered office of the Association will be situated in England.

3 OBJECTS

The objects of the Association (“the Objects”) shall be to promote, foster and safeguard the level green sport of indoor bowls (“the Sport”) in England.

4 POWERS

The Association shall have the following powers, which shall be exercisable solely in furtherance of the Objects;

4.1 To arrange, promote and finance annual or other Championship matches and tournaments open to its Members or the individual members thereof.

4.2 To arrange, promote and finance international matches and tournaments whether alone or in collaboration with similar organisations in the British Isles or elsewhere and to select the players and teams to represent England.

- 4.3 To make, rules, regulations, bye-laws and conditions governing the playing or management of such events.
- 4.4 To adopt and enforce the “Laws of the Sport” as issued by the World Indoor Bowls Council.
- 4.5 To grant licences to Members enabling sponsored invitation or open matches or tournaments or other bowling events to be held on the green and premises of a Member Club or elsewhere.
- 4.6 To adjudicate upon or mediate in any dispute between any Member Club(s), County Association Member(s), associate member(s) or individual member(s) of a Club, upon the Laws of the Sport or any rules, regulations, bye-laws or conditions made by the Association that may be referred to it.
- 4.7 To support organisations providing coaching, umpiring or other services or facilities concerned or associated with the Sport.
- 4.8 To appoint one or more delegates or representatives to serve on the governing or advisory body of any international, national or regional association relating to the Sport.
- 4.9 To liaise closely with any other governing body in whatever matters shall be deemed by the Executive Council to be of general benefit or to the Sport.
- 4.10 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, any land, buildings, easements, rights and privileges or other real or personal property of any kind for such consideration and such terms as may be expedient and to maintain and equip it for use by the Association.
- 4.11 To sell, lease or otherwise dispose of all or any part of the property belonging to the Association.
- 4.12 To borrow money and to charge the whole or any part of the property belonging to the Association as security for repayment of the money borrowed.

4.13 To co-operate with other associations and governing bodies or any other organisations, bodies corporate or statutory authorities and to exchange information and advice with them.

4.14 To establish or support any charitable trust, associations or institutions formed for any of the purposes included in the Objects.

4.15 To acquire, merge with or enter into any partnership or joint venture arrangement with any other organisation formed for any of the Objects.

4.16 To employ and remunerate such staff as are necessary for carrying out the work of the Association.

4.17 To:

4.17.1 deposit or invest funds;

4.17.2 employ a professional fund-manager; and

4.17.3 arrange for the investments or other property of the Association to be held in the name of a nominee;

4.18 To provide indemnity insurance for the members of the Executive Council or any other Officer of the Association in relation to any such liability as is mentioned in sub-clause 4.18.1 but subject not any such liability as is specified in sub-clause 4.18.2 (“the excluded liabilities”).

4.18.1 The liabilities are:

4.18.1.1 any liability that by virtue of any rule of law would otherwise attached to a director of a Association in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Association;

4.18.1.2 the liability to make a contribution to the Association’s assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading).

4.18.2 The excluded liabilities are:

4.18.2.1 fines;

- 4.18.2.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of a member of the Executive Council or other Officer;
- 4.18.2.3 liabilities to the Association that result from conduct that the member of the Executive Council or other officer knew or must be assumed to have known was not in the best interest of the Association or about which the person concerned did not care whether it was in the best interests of the Association or not.
- 4.18.2.4 any liability to make a contribution where the basis of the Executive Council member's liability is his or her knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation.
- 4.19 To lend or advance money with or without interest and with or without security and to enter into any form of financial arrangement or guarantee which in the opinion of the Executive Council is conducive to the attainment of any of these Objects.
- 4.20 To publish, produce, commission and distribute all kinds of books, pamphlets, brochures, magazines and other types of literature together with all types of sound or visual recordings.
- 4.21 To engage in any other lawful activities as are considered by the Executive Council to be to the advantage and benefit of the Association or conducive to the attainment of the Objects.

5 INCOME and PROPERTY

The income and property of the Association however derived shall be applied solely toward the promotion of the Objects and subject to Clause 7 no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profits to the Members of the Association provided that nothing herein shall prevent the payment of remuneration in good faith to any officers or servants of the Association or to any members of the Association or other persons for any services actually rendered to the Association.

6 LIABILITY

The liability of the members is limited.

7 DISSOLUTION

If at any General Meeting a resolution for the dissolution of the Association is passed by a majority of the Members present and entitled to vote and if that resolution is confirmed by a resolution passed by a majority of three quarters of the Members present and entitled to vote at a Special General Meeting held not less than one month after the meeting, the Executive Council must immediately or at such future date as specified in the Resolution proceed to realise the property of the Association, and after the discharge of liabilities must divide the remainder among the Member Clubs affiliated to the Association as at the date of the Special General meeting referred to above. Such division shall be pro-rata according to the proportion by which the number of registered members belonging to each such Member Club as at the date of dissolution bears to the total number of members registered to all the Member Clubs as at that date. Upon completion of the division, the Association will be dissolved.

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

Names and Addresses of Subscribers:

Signedfor and on behalf of

Date:

Witness to the above signature:

Signed:

Name:

Address:

Occupation:

Signedfor and on behalf of

Date:

Witness to the above signature:

Signed:

Name:

Address:

Occupation:

8 WINDING-UP

Every Member of the Association undertakes to contribute to the assets of the Association in the event of the Association being wound up while they are members or within one year after they cease to be members for payment of debts and liabilities of the Association contracted before they cease 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 to exceed one pound (£1.00)