

**MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION - GLEBELANDS (FINCHLEY)
INDOOR BOWLS CLUB LIMITED**

PART 1: MEMORANDUM OF ASSOCIATION

1. TITLE

The name of the company is **Glebelands (Finchley) Indoor Bowls Club Limited** (hereinafter referred to as “the Club”).

2. REGISTERED OFFICE

The registered office of the Club will be situated in England and Wales [at Summers Lane, LONDON, N12 0PD]

3. OBJECTS

The objects of the Club are to promote, foster, and safeguard the game of indoor bowls for the benefit of the residents of Finchley and its environs, and the wider community including those with some form of physical, social or mental challenges. These objectives include but are not limited to:

Providing and maintaining recreational facilities, including indoor bowling facilities including if necessary relevant and appropriate equipment to facilitate the enjoyment of the game.

- and associated amenities such as a restaurant, bar, and parking.
- Promoting the game of indoor bowls in accordance with the English Indoor Bowling Association and other relevant governing bodies.
- Arranging social activities for Club members to foster interaction and community spirit.

4. POWERS

The Club shall have the following powers in furtherance of its objects:

- **4.1** To arrange, promote, and finance annual or other Championship matches and tournaments open to its members.
- **4.2** To arrange, promote, and finance international matches and tournaments, whether alone or in collaboration with similar organizations.
- **4.3** To adopt and enforce the “Laws of the Sport” as issued by the relevant governing bodies such as the English Indoor Bowling Association.
- **4.4** To manage and regulate tournaments and activities in accordance with Club rules and bylaws.
- **4.5** To acquire, lease, hire, or otherwise secure any land, buildings, or facilities needed for Club activities.

- **4.6** To provide coaching, umpiring, and other services to foster the development of the game.
- **4.7** To grant licenses to members for conducting special bowling events or tournaments at the Club.
- 4.7 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, by-laws or conditions made by the Association that may be referred to it.
- **4.9** To support charitable trusts, associations, or institutions related to the sport of indoor bowls and others.
- **4.10** To borrow money and charge the property of the Club as security for repayment.
- 4.11 To employ and remunerate such staff as are necessary for carrying out the work of the Club.
- 4.12 To engage in any other lawful activities as are considered by the Board to be to the advantage and benefit of the Club or conducive to the attainment of the Objects.
- 4.13 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 4.13.1 but subject not any such liability as is specified in sub-clause 4.13.2 ("the excluded liabilities").
- 4.13.1 The liabilities are:
 - 4.13.1.1 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;
 - 4.13.1.2 the liability to make a contribution to the Association's assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading).
- 4.13.2 The excluded liabilities are:
 - 4.13.2.1 fines;
 - 4.13.2.2 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;
 - 4.13.2.3 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.
 - 4.13.2.4 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

- 4.14 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.
- 4.15 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 Club, however derived, shall be applied solely toward promoting the Club's objects as set forth in this memorandum. No portion shall be paid or transferred directly or indirectly by way of profit to its members, except for legitimate services rendered.

6. LIABILITY OF MEMBERS

The liability of each member is limited to £1 in the event of the Club being wound up.

7. DISSOLUTION

If at any General Meeting a resolution for the dissolution of the Club is passed, upon the dissolution of the Club, all remaining assets after liabilities have been settled shall be distributed among the members in even proportion

PART 2: ARTICLES OF ASSOCIATION

1. MEMBERSHIP

- **1.1** Membership is open to all individuals interested in indoor bowls, subject to approval by the Board of Directors.
- **1.2** Membership may be classified as full, social, honorary, junior or any other class or type of member as may be determined from time to time by the board.
- **1.3** The Board has the power at their sole discretion to refuse membership or renewal applications.
- **1.4** Each member is required to pay an annual subscription, which will be determined by the Club's Board of Directors.

2. GENERAL MEETINGS

- **2.1** An Annual General Meeting (AGM) must be held each year, with at least 21 days' notice given to members.
- **2.2** Each member has one vote. Only members who are full members may Vote (for the avoidance of doubt, (1) anyone who is not a "Full" member, may not vote and may not

attend the AGM or any other general meeting. (2) A full member who is under suspension or a party to any ongoing disciplinary matter at the Club, may not vote and may not attend the AGM or any other general meeting at that time.)

- **2.3** Proxy voting is allowed and must be submitted in writing no later than 72 hours before the commencement of the meeting.

3. DIRECTORS AND MANAGEMENT

- **3.1** The management of the Club shall be vested in the Board of Directors, ideally comprising of 5 members but in any event no fewer than three and no more than nine members.
- **3.2** The board of Directors shall determine who of them is to be the chairperson.
- **3.3** The Board of Directors who are to control the affairs of the Club on behalf of the Members, shall have the power to appoint an Executive Committee (and to determine their duties) to manage the Club and all of the Club activities. The Executive Committee shall consist amongst other of a President, a Captain, a Secretary, a Treasurer and any other title or function as they at their sole discretion deem necessary from time to time for the running of the Club and its activities.
- **3.4** The Board of Directors shall have the power to co-opt a full member to fill any vacancy on the Board with any member co-opted shall serve until the next AGM. The Board and/or the Executive Committee shall each have the power to appoint and to dissolve ad hoc committees and sub committees from time to time as required to arrange, manage and oversee both general and specific activities such as social activities, charity activities and/or events, selections, tournaments, or the running of the bar and restaurant.
- **3.5** Directors shall retire by rotation, with the two longest-serving Directors stepping down each year and new directors appointed by vote at the AGM. Any retiring Director may stand for re-election.
- **3.6** Nominations for the Board of Directors stated in 3.1 shall be recommended by the members of the Board and voted upon at the AGM.
- **3.7** A Notice of the recommendations of clause 3.6 shall be posted on the Club's notice boards 21 days before the AGM inviting nominations from full members of the Club for the Board of Directors for the ensuing season. Such nominations shall have the agreement of the nominee (who themselves must have been a full member of the Club for at least three years) and shall be proposed and seconded by a further two full members.

4. FINANCIAL MANAGEMENT

- **4.1** The Board has the power to borrow money and charge the property of the Club as security as necessary for the development and upkeep of the Club's facilities.
- **4.2** All financial decisions, including major expenditures, shall be approved by the Board of Directors and where required, ratified at general meetings.

5. AMENDMENTS TO THE CONSTITUTION

- **5.1** Amendments to the constitution can only be made at the AGM or a special general meeting.
- **5.2** Proposals for amendments must be submitted to the Secretary at least 42 days before the AGM and included in the agenda.
- **5.3** Amendments shall require a two-thirds majority of those present and voting at the meeting.

6. CLASSES OF MEMBERSHIP

- **6.1** Unless determined otherwise by the Board, the Club offers full playing, social, honorary, and junior memberships.
- **6.2** Fees for each class are set annually by the Board of Directors.

7. VISITORS AND GUESTS

- **7.1** Non-members may participate in bowling sessions upon payment of the appropriate fees as determined by the Board.
- **7.2** Members may introduce guests, but guests cannot play more than three times per year without joining.

8. WINDING-UP AND DISSOLUTION

- **8.1** Upon the winding-up of the Club, the remaining assets after the discharge of liabilities shall be distributed among the full members, or donated to charity as agreed upon by the members.