

THE COMPANIES ACTS 1948 TO 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

BIRMINGHAM INTER-VARSITY CLUB LIMITED

*Birmingham IVC Ltd. - Memorandum of Association*

1. The name of the Company (hereinafter referred to as "The Company") is **"BIRMINGHAM INTER-VARSITY CLUB LIMITED"**.
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company are established are :-
  - a) To provide opportunities for social, cultural and recreational activities among young graduates, professional people and others of similar interests and/or like mind in the West Midlands;
  - b) To promote and encourage such opportunities provided that the Company shall manifest no political, religious or racial opinion nor be connected with any political, religious or racial body;
  - c) To provide facilities for visitors or temporary residents being members of clubs associated to the Association of Inter-Varsity Clubs in accordance with the Company's reciprocal agreement with that Association.
  - d) To pay the costs, charges and expenses of the promotion and establishment of the Company;
  - e) To provide property, facilities and equipment suitable or convenient for furthering the objectives of the Company or incidental thereto;
  - f) To employ, sponsor, contract with or otherwise commission or engage such persons and to make such arrangements as to conditions of service, superannuation, pension or otherwise as are thought expedient to the promotion and attainment of the objectives of the Company;
  - g) To prescribe, alter, vary or waive fees, subscriptions and charges of all descriptions to be levied or made by the Company
  - h) To purchase, take on lease or in exchange, hire or otherwise acquire any real, intellectual or personal property and any rights or privileges and to construct, maintain and alter any building or erections;
  - i) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of or turn to account, grant licences, options, rights and privileges or otherwise deal with all or any of the property or assets of the Company or any part thereof on such terms as may be decided;
  - j) To establish, promote and otherwise assist, any company or companies for the purpose of acquiring any of the property or furthering in any way the objectives of the Company and to establish the same either as wholly owned subsidiary companies or jointly with other companies;
  - k) To lend money to, make grants to and to give or provide financial or any other form of assistance whatsoever to any person, persons, company or companies as may be considered desirable by the Company for the promotion of its objectives either conditionally or unconditionally or subject to such trusts or conditions as

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the Company may think fit to impose;

- l) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in any manner and in particular (without prejudice to the generality of the foregoing) by mortgage of or charges upon all or part of the undertaking, property and assets (present and future) of the Company or by the creation and issue of securities;
- m) To give guarantees and indemnities to any person and for any purpose;
- n) To procure, obtain and receive money and any other kind of property and all other kinds of financial assistance from any source by way of contributions, donations, subscriptions, legacies, gifts, grants or by any other lawful means whether unconditional or subject to any trusts or conditions;
- o) To do any thing or matter either as principal, agent, contractor, trustee or otherwise and by and through trustees, agents or otherwise and either alone or in conjunction with others calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's properties or rights;
- p) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- q) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- r) To procure to be prepared, and to print, publish, issue and disseminate any programme, pamphlet, poster, book, document, film, recording or other work and to fix, make and receive fees, royalties and other charges therefore connected with the objects of the Company;
- s) To apply for, promote, and obtain any Act of Parliament, order or licence to enable the Company to carry any of its objectives into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests'
- t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or employees, or may be in any way connected with any town or place where the Company carries out its business;
- u) To enter into any arrangement with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objectives or any of them, and to obtain from such government or

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authority any charters, decrees, rights, privileges, financial assistance or concession which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, financial assistance, and concessions; and

- v) To do all other such things as are incidental or conducive for the attainment or furtherance of any of the objectives of the Company:

And it is hereby declared that the word "company" shall be deemed to include any partnership or other body or person, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere and the intention is that each of the objects specified in each paragraph of this Clause shall except where otherwise expressed in such paragraph be an independent main objective and be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The income and property of the Company, whensoever derived, shall be applied solely towards the promotion of the objectives of the Company, as set forth in the 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 members of the Company,

**PROVIDED** that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company in return for any services actually rendered to the Company, or the reimbursement to any such persons of expenses properly incurred by him in connection with the Company's business or undertaking.

5. a) No addition, alteration or amendment shall be made to the provisions of the Memorandum (including the provisions of this present clause) unless the same has been considered by a General Meeting of the Company and approved by special resolution.
- b) No addition, alteration or amendment shall be made to the provisions of the Articles of Association unless the same has been considered by a General Meeting of the Company and approved by special resolution.
6. The liability of the Members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be 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 amongst themselves, such amount being limited to Ten Pounds.
8. If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall be paid or distributed equally among those whose membership was current immediately prior to the Company being wound up or dissolved.

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**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 DESCRIPTION OF SUBSCRIBERS**

Dated :

Witness to the signatures :-