



Loughborough Road
Leicester
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(0116) 268 1426
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The Companies Act 1985

Company limited by guarantee and not having a share capital

Memorandum of Association of

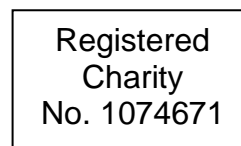
LEICESTER OUTDOOR PURSUITS CENTRE

1. The name of the company (hereinafter called "the Company") is the LEICESTER OUTDOOR PURSUITS CENTRE.
2. The registered office of the Company will be in England and Wales.
3. The AIM of the Centre is to promote Adventure and Leisure Activities for all members of the community and to enhance the quality of life for all.

The OBJECTIVES are:

1. To provide a Centre which will make available a wide range of Adventure Activities creating opportunities for the community of Leicester and surrounding areas.
2. To provide a Community Centre which will make available a wide range of community facilities for the use of Leicestershire and the surrounding area.
3. To encourage and help all, especially young people, to promote their health, well being and education, to develop their self-reliance and independence, and to acquire a greater knowledge, enjoyment and care for the countryside and environment through the use of Adventure and Leisure Activities in both recreational and competitive activities.
4. To promote and organise, or assist in promoting and organising Events, Meetings, Regattas, Championships, Trials, Rallies, Training sessions, Tours, Festivals and other Competitive and Recreational events to encourage and support Adventure and Leisure Activities.
5. To provide for and respond to the needs of the community.
6. To operate and practice an Equal Opportunities Policy, through all activities and at all levels.

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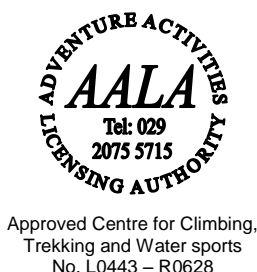
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7. To encourage personal development through participation in a wide range of leisure activities at all levels.
8. To provide Educational and training opportunities for individuals and groups within the facilities at the centre and elsewhere.
9. To encourage a greater awareness and participation of adventure opportunities for the Disabled.
10. To maximise the use of the centre and its resources.
11. To do anything incidental or conducive to the above objects.

In furtherance of the forgoing, but not otherwise, the Company shall have the following powers: -

- a. To purchase, acquire or receive gifts in furtherance of the said objects.
- b. To undertake, promote or finance lectures, meetings, broadcasts, exhibitions, publications and such like or otherwise endeavour to make known the objects and activities of the Company.
- c. To enter into any arrangement with any government agency or local authority;
- d. To raise funds or invite or receive contributions by way of subscription, donation or otherwise; provided that the Company shall not engage in any permanent trading activity in raising funds for its charitable purposes.
- e. To accept any gift of or otherwise acquire any real or personal property, whether or not subject to any trust;
- f. To acquire land or buildings or both, by purchase, lease, licence or otherwise;
- g. To provide and equip any building or other premises with all necessary furniture, fittings and equipment;

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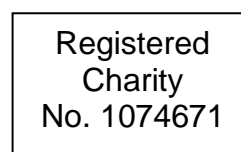
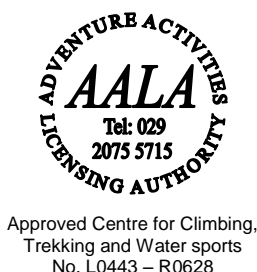
Registered
Charity
No. 1074671



- h. Subject to such consents, if any, as may be required by law, to sell, let, mortgage, dispose of or otherwise turn to account any property of the Company;
- i. Subject to such consents, if any, as may be required by law to borrow or otherwise raise money:
- j. To invest any money of the Company not immediately required for its purposes;
- k. Subject to the provisions of Clause 4, to employ or otherwise obtain the services of any individual, body corporate or unincorporated body;
- l. Undertake, execute and manage any charitable trusts,
- m. Establish or support or assist in the establishment or support of any charitable association or institution;
- n. Subscribe, apply or guarantee money for any charitable purpose; and
- o. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.
- p. To make any donations in cash or assets or establish or support or aid in the establishment or support of or guarantee constitute or lend money (with or without security) to or for any charitable associations or institutions in any way connected with the purposes of the Centre or calculated to further its objectives.
- q. To pay out of funds of the Centre the costs, charges and expenses of and incidental to the formation and registration of the Centre.
- r. To initiate, support and co-operate with others in proposals and activities calculated to assist in the promotion of the Centre objectives.
- s. To do all such lawful acts and things as may seem necessary or expedient.

PROVIDED THAT:

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- A. The Company is established for "charitable purposes" only (in the legal meaning of the phrase) and its property and income shall be held and applied only for such purposes and in consequence all the objects and powers stated above shall be understood as limited so far as is necessary to ensure that this proviso is complied with, and
- B. If at a time the Company is a registered charity it receives or holds any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge, lease or otherwise dispose of that property without those consents which are required by law and, as regards that property, the members of the governing body of the Company shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of the same to the same extent as if the Company were an unincorporated association.
4. The income, profits and property of the Company however derived shall be applied solely in furtherance of the objects of the Company as set out in this Memorandum of Association and no portion of it shall be paid or transferred (directly or indirectly) by way of dividend, bonus, profit or otherwise to any member of the Company or its governing body and no member of the governing body of the Company shall be appointed to any office or employment of the Company remunerated by salary or fees.

Notwithstanding the above nothing in this Memorandum of Association shall prevent (a) the payment in good faith of reasonable and proper remuneration to any officer, servant or employee of the Company (not being a member of the governing body of the Company) for services rendered or (b) the reimbursement of out-of pocket expenses incurred by any officer, servant or employee of the Company or any member of the governing body of the Company in or about the carrying out of his or her duties as such or the discharge of the business of the Company or (c) the payment to any officer, servant or employee of the Company or any member of the governing body of the Company of interest on money lent by him or her at a rate per annum not exceeding 2% more than the base rate for the time being of a clearing bank selected by the governing body of the Company.

5. The liability of the Members is limited. Every member of the Company agrees that, if the Company is wound up while s/he is or within one year after s/he ceases to be a Member, s/he will contribute to the assets of the Company such amount (not exceeding one pound) as may be required for payment of the debts and liabilities of the Company contracted before s/he ceased to be a



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Member and the costs, charges and expenses of winding-up and the adjustment of the rights of the contributors as between them.

6. If on the winding-up or dissolution of the Company there remains (after satisfaction of its debts and liabilities) any property whatsoever, it shall not be paid or distributed among the Members. Instead it shall, if possible, be given or transferred to a similar project, whether corporate or not and having charitable status as defined by law, with similar aims and objects PROVIDED THAT the said project is prohibited by its own constitution or articles from distributing any property amongst its own membership or paid employees. The project chosen shall be determined by general meeting of the Members or the governing body for the time being of the Company or, so far as effect cannot be given to the preceding provisions of this Clause, the surplus property of the Company on winding-up or dissolution shall be applied to some charitable purpose with the approval of the Members and, if necessary the Charity Commissioners for England and Wales.