



**MEMORANDUM**

**The Companies Act 1985**

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

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE LABURNUM BOAT CLUB**

1. The name of the Company (hereinafter called "the Club") is the Laburnum Club.
2. The registered office of the Club will be situate in England and Wales.
3. The objects for which the Club is established are but only so far as the same shall be deemed by law to be charitable to provide facilities in the interests of (a) the education of children and young persons through their leisure activities so to develop their physical, mental, and spiritual capacities that they may grow to maturity as individuals: and (b) the relief of the disabled.

And the Club shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely: -

- a) To provide and maintain buildings and requirement for such purposes as aforesaid)
- b) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections.
- c) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Club.
- d) To undertake and execute any charitable trusts which may lawfully be undertaken by the Club.
- e) To borrow or raise money on such terms and on such security as may be thought fit.
- f) To invest the moneys of the Club 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.

- g) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes.
- h) To do all such other things as are incidental to the attainment or furtherance of the said objects or any of them.

Provided that: -

- (i) In case the Club shall take or hold any property which may be subject to any trusts, the Club shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
  - (ii) The Club's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
  - (iii) In case the Club shall take or hold any property subject to the jurisdiction of the Charity commissioners for England and Wales, the Club shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Management Committee or Governing Body of the Club shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Management Committee or Governing Body have been if no incorporation had been effected, and the incorporation of the Club shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Club were not incorporated.
4. The income and property of the club shall be applied solely towards the promotion of its objects 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 howsoever by way of profit, to members of the Club and no member of its Management committee or Governing Body shall be appointed to any office of the Club paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Club.

Provided that nothing herein shall prevent any payment in good faith by the Club-

- (a) of reasonable and proper remuneration to any member, officer or servant of the Club not being a member of its Management Committee or Governing Body for any services rendered to the Club;
  - (b) of interest on money lent by any member of the Club or of its Management Committee or Governing Body at a reasonable and proper rate per annum not exceeding 2 percent less than the published base lending rate of a clearing bank to be selected by the Management Committee or Governing Body;
  - (c) to any member of its Management Committee or Governing Body of out-of-pocket expenses;
  - (d) to a company of which a member of the Club or of its Management Committee or Governing Body may be a member holding not more than one hundredth part of the capital of such company;
  - (e) of reasonable and proper rent for premises demised or let by any member of the Club or its Management Committee or Governing Body;
  - (f) any member of the Managing Committee or governing body for the time-being hereof, being a person engaged in a profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm in connection with the incorporation of the Club and any work subsequent thereto carried out in accordance with the objects of the Club.
5. The liability of the members is limited.
  6. Every member of the Club undertakes to contribute to the assets of the Club 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 Club 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 £10.

7. If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to the appropriate funding authorities, or such other charitable institutions or body with objects similar to those of the Club as the Management Committee or Governing Body in its unfettered discretion may decide.

8. No addition, alteration or amendment shall be made to or in the provision of the Memorandum or Articles of Association for the time being in force, which would have the effect that the Association shall cease to be a company to which section 30 of the Companies Act 1985 applies.

WE, the several persons whose names and addresses are subscribed, and desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Chris Bower, 100 Greenwood Road, London, EB.

Kumar Kotecha, 109 Huddleston Road, London, N7.

Pat Hammi1l, 115 Eleanor Road, London, 88.

Julian Putkowski, 138 Millfields Road, Hackney, E5 OAD.

Ann Sheridan, I .C.A.N. , 26 Rock Street, London, N4 .

Marcia Thompson, 8 Witherington Road, London, N5.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1988

Witness to the above Signatures:-





**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION  
OF  
THE LABURNUM BOAT CLUB**

**GENERAL**

1. In these presents the words standing in the first- column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context -

Words	Meanings
The Act	The Companies Act 1985 and every statutory modification and re-enactment thereof for the time being in force.
These Articles	These articles of Association, and the regulations of the Club from time to time in force.
The Club	The above-named Company.
The Committee	The Management Committee for the time being of the Association.
The Office	The registered office of the Club.
The Seal	The common seal of the Club.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar month.
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible form.





Clear days In relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined the Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2. The number of members in which the Club proposes to be registered is fifty but the committee may from time to time register an increase of members.
3. The provisions of section 352 shall be observed by the Club, and every member of the Club shall either sign a written consent to become a member or sign a register of members on becoming a member
4. The club is established for the purposes expressed in the Memorandum of Association.
5. The subscribers to the Memorandum of Association and such other persons as the committee shall admit to membership in accordance with the Articles shall be members of the Club. No person shall be admitted as a member of the Club unless he is approved by the Committee. Every person who wishes to become a member shall deliver to the Club an application for membership in such form as the Committee require executed by him.
6. The committee may in its absolute discretion admit to membership of the Club any person who is interested in actively furthering the objects of the Club and/or who has special knowledge, aptitudes, abilities or attributes which can assist the Club.
7. A member may withdraw any time from the Club by giving at least seven clear days' notice to the Club. Membership shall not be transferable and shall cease on death.
8. Every Member shall pay a minimum annual subscription of £10 or such other sums as may from time to time decided by the Club at the Annual General Meeting.







9. The membership of any member shall cease if any of the circumstances (other than those in paragraphs C and D) in Article 42 (Disqualification of Members of the Committee) shall apply to him; upon receipt by the Secretary of written notice from that member of his intention to resign; or upon the passing at any General Meeting of a resolution termination his membership.

### General Meetings

10. The Club shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the committee, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General meeting and that so long as the Club holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
11. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
12. The committee may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisition, as provided by section 368 of the Act.
13. Twenty-one clear days' notice in writing at least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen clear days' notice in writing at the least of every other General Meeting, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the club; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is



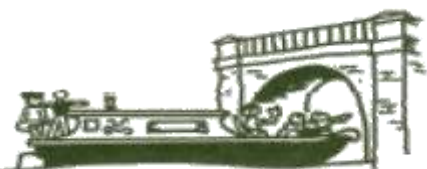


prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

14. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had at any meeting.

#### Proceedings at General Meetings

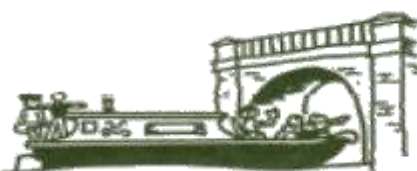
15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Committee and of the Auditors, the election of members of the committee in the place of those retiring, and the appointment of, and the fixing of the remuneration, of the Auditors.
16. No business shall be transacted at any General Meeting unless a quorum is present when the meeting Proceeds to business. Save as herein otherwise provided ten members present shall be a quorum.
17. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Committee may determine.
18. The Chairman (if any) of the Committee shall preside as chairman at every General Meeting, but if there be no such chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the committee, or if no such member be present, or if all the members of the Committee present decline to take the chair, they shall choose some member of the Club who shall be Present to Preside.







19. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment of the business to be transacted at an adjourned meeting.
20. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman or by at least six members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a Poll may be withdrawn.
21. Subject to the provisions of Article 22, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the Poll was demanded.
22. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
23. In the case of an equality of votes, whether on a show hands or on a poll, the chairman of the Meeting shall be entitled to a second casting vote.





24. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
25. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Association duly convened and held.

#### Votes of Members

26. Subject as hereinafter Provided, every member shall have one vote.
27. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Club in respect of his membership, shall be entitled to vote on any question either personally or by proxy, of as a proxy for another member, at any General Meeting.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
29. Votes may be given on a poll either personally or by proxy. On a show of hands a member Present only by Proxy shall have not vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duty authorised representative appointed as provided by section 375 of the Act. A proxy need not be a member.
30. The instrument appointment a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
31. The instrument appointing a proxy and the Power of attorney or other authority (it any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned





meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

32. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

33. Any instrument appointing a Proxy shall be in the following form or as near thereto as circumstances will admit -

"

"I

"of

"a member of

"hereby appoint

"of

"and failing him,

"of

"as my proxy to vote for me on my behalf at the " (Annual Extraordinary General Meeting) of the

"Club to be held on

"19 , and at any adjournment thereof.

"Signed on 19 ".

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.





### Management Committee

34. Unless otherwise determined by a General Meeting, the number of the members of the committee shall not be less than six nor more than twelve.
35. The first members of the Committee shall be the subscribers of the Memorandum.
36. The Committee may from time to time and at any time appoint any member of the Club as a member of the Committee, either to fill a casual vacancy or by way of addition to the committee, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.
37. No person who is not a member of the Club shall in any circumstances be eligible to hold office as a member of the Committee.

### Powers of the Committee

38. The business of the club shall be managed by the Committee who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Club as they think fit, and may exercise all such powers of the club, and do on behalf of the Club all such acts as may be exercised and done by the club, and as are not by the Act or by the Articles required to be exercised or done by the club in General Meeting, subject nevertheless to any regulations of the Articles, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Club in General Meeting; but no regulation made by the Club in General Meeting shall invalidate any prior act of the committee which would have been valid if such regulation had not been made
39. The members for the time being of the committee may act notwithstanding any vacancy in their body provided always that in case the members of the Committee shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with the Articles, it shall be lawful for them to act as the Committee for the purpose of admitting





persons to membership of the Club, filling up vacancies in their body, or of summoning a General Meeting, but not for any other Purpose.

### Secretary

40. Subject to the provisions of the Act the secretary shall be appointed by the Committee for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 283 and 284 of the Act shall apply and be observed. The Committee may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting.

### The Seal

41. The seal of the club shall not be affixed to any instrument except by the authority of a resolution of the Committee, and in the presence of at least two members of the committee and of the secretary, and the said members and secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the seal has been properly affixed

### Disqualification of a member of the Committee

42. The office of a Member Committee shall be vacated -
- (a) If he becomes bankrupt or makes any arrangement or composition with his creditors generally
  - (b) If he becomes of unsound mind.
  - (c) If he ceases to be a member of the Club
  - (d) If by notice in writing to the Club he resigns his office





- (e) If he ceases to hold office by virtue of any provision of the Act or he becomes prohibited by law from being a Director of a Company.
- (f) If he is removed from office by ordinary resolution passed pursuant to section 303 of the Act.
- (g) If he ceases to be a member by virtue of section 293.

#### Rotation of Members of the Committee

- 43. At the first Annual General Meeting and at the Annual General Meeting to be held in every subsequent year, one-third of the members of the committee for the time being, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office.
- 44. The members of the Committee to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Committee shall be eligible for re-election.
- 45. The Club may, at the meeting at which a member of the Committee retires in manner aforesaid, fill up the vacated office by electing a person thereto, and in default the retiring member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such member shall have been put to the meeting and lost.
- 46. No person not being a member of the Committee retiring at the meeting shall, unless recommended by the Committee for election, be eligible for election to membership of the Committee at any General Meeting, unless within the prescribed time before the day appointed for the meeting there shall have been given to the secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose person to be proposed, of his willingness to be elected. The







prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-eight intervening days.

47. The Club may from time to time in General Meeting increase or reduce the number of members of the Committee, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.
48. In addition and without prejudice to the provisions of section 303 of the Act, the Club may by Extraordinary Resolution remove any member of the Committee before the expiration of his period of office, and may by an ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have the same if he had not been removed.

#### Proceedings of the Committee

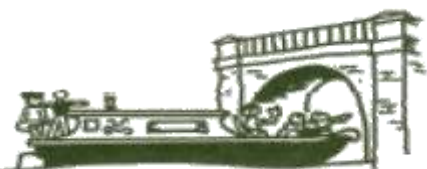
49. The Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined four shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote.
50. A member of the Committee may, and on the request of a member of the Committee the Secretary shall, at any time, summon a meeting of the Committee by notice served upon the several members of the Committee. A member of the Committee who is absent from the United Kingdom shall not be entitled to notice of a meeting.
51. The Committee shall from time to time elect a chairman who shall be entitled to preside at all meetings of the Committee at which he shall be present, and may determine for what period he is to hold office, but if not such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing





to preside, the members of the committee present shall choose one of their number to be Chairman of the meeting.

52. A meeting of the committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Club for the time being vested in the Committee generally.
53. The Committee may delegate any of their powers to committees consisting of such member or members of the Committee as they think fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Committee. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Committee.
54. All acts bona fide done by any meeting of the Committee or of any committee of the committee, or by any person acting as a member of the Committee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Committee .
55. The Committee shall cause proper minutes to be made of all appointments of officers made by the Committee and of the proceedings of all meetings of the Club and of the Committee and of committees of the Committee, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts there in stated.
56. A resolution in writing signed by all- the members for the time being of tire Committee or of any committee of the Committee who are entitled to receive notice of a meeting of the





Committee or of such committee shall be a valid and effectual as if it had been passed at a meeting of the Committee or of such committee duly convened and constituted.

### Accounts

57. The Committee shall cause accounting records to be kept in accordance with the requirements of the Act.
58. The accounting records shall be kept at the office, or subject to the provisions of the Act, at such other Place or places as the Committee shall think fit, and shall always be open to the inspection of the officers of the Club.
59. The Committee shall from time to time determine whether and to what extent and what times and places and under what conditions or regulations the accounting records of the Club or any of them shall be open to the inspection of members not being officers of the Association, and no member (not being an officer) shall have any right of inspecting any accounting records or other book or document of the Association except as conferred by statute or authorised by the Committee or by the Association in General Meeting.
60. At the Annual General Meeting in every year the committee shall in accordance with the provisions of the Act lay before the Club an income and expenditure account for the period since the last preceding accounting reference date or (in the case of the first account) since the incorporation of the Club together with a proper balance sheet made up as the same date. Every such balance sheet shall be accompanied by proper reports of the committee and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting at which they are to be laid be delivered or sent by post to the Auditors and to all other persons entitled to receive notices of General Meetings in accordance with section 240 of the Act in the manner in which notices





are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by section 24 (2) of the Act.

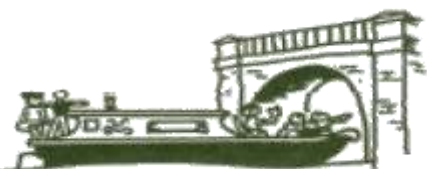
### Audit

61. In accordance with the provisions of the Act once at least in every year the accounts of the Club shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
62. Auditor shall be appointed and their duties regulated in accordance with the provisions of the Act, the members of the Committee being treated for all purposes as the Directors mentioned in those provisions.

### Notices

63. A notice may be served by the Club upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.
64. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Club an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Club.
65. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter.

### Indemnity





66. The club shall indemnify and keep indemnified every officer, member or servant of the Club from and against all claims, demands, actions and proceedings (and all costs and expenses in connection there with or arising thereout) made and brought against the Club or him/her either along or jointly with the Club or otherwise arising out of or in connection with the establishment, development, maintenance, repair, replacement, improvement, state condition or use of the play centre or the equipment.
67. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Club shall have effect as if the provisions thereof were repeated in these Articles.
68. The Club may from time to time in General Meeting amend, alter, delete or extend any provision of these articles insofar as such amendment, alteration, deletion or extension is not inconsistent with the provisions of the Act.

NAMES AND ADDRESSES OF SUBSCRIBERS

Chris Bower, 100 Greenwood Road, London, E8  
Kumar Kotecha, 109 Huddleston Road, London, N7  
Pat Hammill, 115 Eleanor Road, London, E8  
Julian Purkowski, 13B Millfields Road, Hackney, E5  
Ann Sherirdan, I. C. A. N., 26 Rock Street, London, N4  
Marcia Thompson, 8 Witherington Road, London, N5

Date \_\_\_\_\_, 19\_\_\_\_

Witness to the above Signatures

