

**Proposed Memorandum of Association revised for CASC to be put to AGM on 7<sup>th</sup>  
December 2022**

**THE WARWICK BOAT CLUB LIMITED**

Founded February 6<sup>th</sup> 1861

Incorporated May 4<sup>th</sup> 1903

**MEMORANDUM AND**

**ARTICLES OF ASSOCIATION**

Registered Office: 33, MILL STREET, WARWICK

Incorporated under the Companies Acts 1862 to 1900 inclusive, as a Company Limited by Guarantee.

**Memorandum of Association**

1. The name of the Club is THE WARWICK BOAT CLUB LIMITED.
2. The Registered Office of the Club will be situate in England.
3. The Objects for which the Club is established are:-
  - (a) To afford its members facilities for Boating, Tennis, Croquet, Bowls, Quoits and any other outdoor or indoor games that may be considered desirable.
  - (b) To take over the effects and liabilities of the present unincorporated Club known as the Warwick Boat Club.
  - (c) To acquire by purchase, taking on lease, or otherwise, lands and buildings and all other property real and personal, which the Club, for the purposes thereof may from time to time think proper to acquire and which may lawfully be held by them, and to re-sell, under lease, or sub-let, surrender, turn to account, or dispose of such property or any part thereof.
  - (d) To provide a Club house and other conveniences for the use of the Members of the Club and to furnish and maintain the same to be used by the Members of the Club and their friends, either gratuitously, or upon such terms as shall be agreed upon.
  - (e) To erect, maintain, improve and alter any buildings for the purposes of the Club.
  - (f) To hold Regattas, Tournaments and other meetings of that nature to promote any of the objects of the Club as set forth in Clause "a" hereof.

- (g) To promote social intercourse between the Members of the Club and their friends, and for that purpose hold Concerts, Dances and other like entertainments.
- (h) ~~To subscribe or contribute to the funds of any Club, Organisation or Association, having all or any of its objects similar to those of the Club, and to amalgamate wholly or partially with, or to transfer the property of the Club to, any such Club, Organisation or Association upon such terms of sale or otherwise as may be desirable.~~  
 Clause H deleted to meet CASC requirements.
- (i) To borrow or raise money by the issue of or upon bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club, or by mortgage or charge of all or any part of the property of the Club.
- (j) To collect, receive, recover, or otherwise acquire funds and property by contributions, subscriptions, money charges for admission to the athletic or other entertainments, gifts, legacies, or otherwise, for the objects of the Club or any of them.
- (k) To employ the income, funds and property of the Club for any of the objects of the Club.
- (l) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

4. The income and property of the Club whencesoever derived shall be applied solely towards the promotion of the objects of the Club 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 the Members of the Club or 3<sup>rd</sup> parties. Provided that nothing herein contained shall prevent the payment in good faith of the remuneration to any officers or servants of the Club, or to any Member of the Club, or other person in return for any services actually rendered to the Club, or prevent the issuing of debentures to or the borrowing of money upon security from Members of the Club or any other persons at a fixed rate of interest.

5. Every Member of the club, other than a Temporary Member elected for one month or less, undertakes to contribute to the assets of the club in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for the payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a Member, and the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amounts as may be required not exceeding one pound.

6. True accounts shall be kept of the sums of money received and expended by the Club, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits, and liabilities of the Club, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being, shall be open to the inspection of the Members. Once at least in every year the accounts of the Club shall be examined, and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

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