

**The Companies Acts 1985 to 1989**

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

**MEMORANDUM OF ASSOCIATION**

**OF GROVERS KIDS CLUB**

1. The Company's name is Grovers Kids Club
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:
  - (a) To provide the necessary facilities for the daily care, recreation and education of children during out of school hours and school holiday.
  - (b) To advance the education and training of the persons in the provision of such care, education and recreational facilities.
4. In furtherance of the objects but not otherwise the charity may exercise the following powers:
  - (a) 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.
  - (b) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company.
  - (c) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company.
  - (d) To borrow or raise money on such terms and on such security as may be thought fit.
  - (e) 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.
  - (f) 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.
  - (g) To do all such other things as are incidental to the attainment of furtherance of the said objects or any of them.



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Provided that:-

In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Company and no portion thereof shall be paid or transferred directly or indirectly by way of dividend.

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

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) for any services rendered to the Company;
  - (b) the payment of interest at a rate of not less than two percent under the base rate for the time being of the Company's banker or three per cent whichever is the greater;
  - (c) to any Director of out-of-pocket expenses;
  - (d) to a company of which a member of the Company or of its Council of Management 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 Company or any of the Company's Directors.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amounts as may be required (not exceeding £1) to the assets of the Company if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities 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.
8. If upon the winding up of or dissolution of the Company, 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 Company, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

**Signatures, Names and Addresses of Subscribers**

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*Jillian M. Gibb*

Mrs Valerie Linda Ricketts  
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*Valerie L. Ricketts*

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Dated this *Twenty first* day of *January*

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WITNESS to the above signature(s):-

*J. O. Brooker*

Name: *MRS. J. O. BROOKER*

Address: *14, COTSWOLD ROAD*  
*WORTHING*  
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Occupation: *AREA DIRECTOR FOR GUIDING SALVATION ARMY.*  
~~*PIONEER.*~~