

SURF LIFE SAVING ASSOCIATION OF GREAT BRITAIN

Registered No: 2678080

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

(as amended by Special Resolutions passed on 18th February 2007)

COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF SURF LIFE SAVING ASSOCIATION OF GREAT BRITAIN

1. NAME

The name of the Company (hereinafter called "the Company") is SURF LIFE SAVING ASSOCIATION OF GREAT BRITAIN

2. REGISTERED OFFICE

The Registered office of the Association will be situate in England

3. OBJECTS AND POWERS

The objects for which the Association is established are as follows:-

- (a) to save lives
- (b) to promote, improve and control the work of life saving, resuscitation and first aid on all beaches in Great Britain
- (c) to provide facilities for young people to participate in organised life saving as a voluntary, vital public service and in beach and water sports for enjoyment and recreation and also to encourage the high standards of team work and responsibility in both activities
- (d) to promote and improve national and international standards of water safety
- (e) to develop and improve beach life saving methods and equipment
- (f) to establish and monitor nationally and internationally recognised qualifications in beach life saving, resuscitation and first aid
- (g) to cooperate with all organisations with similar aims

And in furtherance of such objects, but not further or otherwise, the Association shall have power:-

- 3.1 to cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes;
- 3.2 to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- 3.3 to foster and undertake research into any aspect of the objects of the Association and its work and to disseminate the results of any such research;
- 3.4 to cooperate and enter into arrangements with any authorities, national, local or otherwise;
- 3.5 to accept subscriptions, donations, devises and bequeaths of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Association and (subject to such

- consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 3.6 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise;
 - 3.7 to draw, make, accept, indorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
 - 3.8 to borrow or raise money for the objects of the Association on such terms and (with such consents as are required by law) on such security as may be thought fit provided that the Association shall not undertake any permanent trading activities in raising funds for the objects of the Association;
 - 3.9 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Association;
 - 3.10 to invest the money of the Association not immediately required for its objects in or on 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 provided below
 - 3.11 to make any charitable donation either in cash or assets for the furtherance of the objects of the Association;
 - 3.12 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Association;
 - 3.13 to employ and remunerate such staff as are necessary to carry on the work and advise the Association; The Association may employ or remunerate a member of the Council of Management only to the extent that it is permitted to do so by clause 4 and provided that it complies with the conditions of that clause;
 - 3.14 to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit;
 - 3.15 subject to the provisions of clause 4 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Association or their dependants;
 - 3.16 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Association and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Association by this Memorandum of Association
 - 3.17 to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
 - 3.18 to establish where necessary local branches (whether autonomous or not);

3.19 to do all such other lawful things as shall further the above objects or any of them;

PROVIDED THAT:

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

3.21 the objects of the Association shall not extend to the regulation of relations between workers and employers of organisations of workers and organisations of employers;

4.2 in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association 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 Council of Management of the Association shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as it as the Council of Management would have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control of authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over such Council of Management but it shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated

4. APPLICATION OF INCOME AND PROPERTY

The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no proportion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association except and provided that

4.1 nothing shall prevent any payment in good faith by the Association;

4.2.1 of reasonable and proper remuneration to any member, officer or servant of the Association not being a member of its Council of Management for any services rendered by the Association;

4.1.2 of interest on money lent by any member of the Association or of its Council of Management at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being of a clearing bank selected by the Council of Management or 3% whichever is the greater;

4.2.2 of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management;

4.2.3 of fees, remuneration or other benefit in money or money's worth to a Company of which a member of the Council of Management may be a member holding not more than one one-hundredth part of the capital of the company; and to any member of its Council of Management for out of pocket expenses

- 4.2 and no member of the Council of Management may
- 4.2.1 buy any goods or services from the Association except on the same terms as are available to members of the Association and in the ordinary course of their furtherance of the Association's objects
- 4.2.2 sell goods, services or any interest in land to the Association
- 4.2.2 be employed by or receive any remuneration from the Association unless the price, transaction or employment (as the case may be) is previously and expressly approved in writing by the Charity Commission;

5. LIMITED LIABILITY

The liability of the members is limited

6. CONTRIBUTIONS TO ASSETS TO THE ASSOCIATION

Every member of the Association undertakes to contribute to the assets of the Association, 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 Association 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 £1

7. SURPLUS ASSETS

If on the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities any property whatever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, 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 Association under or by virtue of clause 4, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and insofar as effect cannot be given to such provision, then to some other charitable object.

We, the subscribers to this memorandum of association, wish to be formed into an Association pursuant to this Memorandum.

Names, Addresses and Descriptions of Subscribers

Name	Address	Occupation/Profession
Charles THOMSON MBE	The Flat, The Rectory, Marcross near Llantwit Major South Glamorgan	Director National Rescue Training Council

Surf Life Saving Association of GB

18-02-07

Thomas Godfrey HANDLEY

24 Galton Street,
London, W10

Retired
Educationist

Robert John Harry MARTIN

42 Bosvean Gardens,
Illogan, Redruth,
Cornwall

Civil Servant

Allan Lawrence WYND

Overside, Hillcommon,
Taunton, Somerset

Computer Engineer

Derek Martyn FISHER

10 Hillcrest Road,
Barnstaple, North Devon

Police Officer

Peter LAKE

14 Oaklands Drive,
Bridgend, Mid Glamorgan,
South Wales

Telephone Engineer

DATED this 25th day of May 1991

Witness to all the above signatures

Signed: "Jane Hickie"
(Mrs J Hickie)

Flat 3 Cauleston House
Cauleston Close
Exmouth, Devon

Lady of Independent Means
and Part time Secretary