

Company number: 5293039

The Companies Acts 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT

HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

ENGLISH CHESS FEDERATION

1. The Company's name is **ENGLISH CHESS FEDERATION**.
2. The Company's registered office is situated in England.
3. The Company's objects are:-
 - 3.1. To encourage the study and practice of chess in England and for the purpose of these objects England shall be deemed to include such part of North Wales as is within the jurisdiction of the Cheshire & North Wales Chess Association for so long as it shall so remain.
 - 3.2. To institute and maintain British Chess Championships.
 - 3.3. To promote national and international chess tournaments in England.
 - 3.4. To secure the interests of English players (being those players who are entitled to represent England under the statutes and regulations of Federation Internationale des Echecs for the time being in force) in foreign chess tournaments and matches.
 - 3.5. To support the Braille Chess Association and other chess organisations which are members of the Company and whose jurisdiction includes England unless and until in each such case separate equivalent English organisations shall be established which are members of the Company.
 - 3.6. To secure the interests of English problemists in foreign tournaments and tourneys and to encourage English problem composers and solvers by instituting tournaments and tourneys and for these purposes support of the British Chess Problem Society shall be within the scope of this object unless and until a separate English Chess Problem Society shall be established which is a member of the Company.
 - 3.7. To arrange such contests, meetings, etc., as may be deemed desirable and provide and present trophies for competitions to suitable organisations in England.
 - 3.8. To provide assistance in relation to chess to British Overseas Territories and Crown Dependencies, which are not for the time being members of Federation Internationale des Echecs, if requested to do so.
 - 3.9. To maintain and increase a fund, known as the "Permanent Invested Fund", to be permanently invested in the name of trustees in accordance with an approved trust deed.

- 3.10. To maintain a system for grading the results of games of chess players participating in its own competitions and in the competitions of member organisations.
- 3.11. To make the Company's services available without discrimination on grounds of colour, creed, disability, impairment, occupation, race, religious or political affiliation, or sexual orientation and to promote equal opportunities in a positive manner.
- 3.12. In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-
- 3.12.1. To acquire part of or the entire undertaking of the British Chess Federation.
 - 3.12.2. To borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.
 - 3.12.3. To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit.
 - 3.12.4. To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company.
 - 3.12.5. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.
 - 3.12.6. To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
 - 3.12.7. To invest the moneys of the Company not immediately required for the furtherance of its objects 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.
 - 3.12.8. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain alter or develop any buildings, erections gardens or other landscaped areas which the Company may think necessary for the promotion of its objects.
 - 3.12.9. Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects.
 - 3.12.10. Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.

- 3.12.11. To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants.
 - 3.12.12. To make payments towards insurance for any director, officer or auditor against any liability as is referred to in Section 310(1) of the Companies Act 1985.
 - 3.12.13. To subscribe to, become a member of, or amalgamate with any other organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such organisation, institution, society or body.
 - 3.12.14. To do all or any of the things hereinbefore authorised either alone or in conjunction with any other organisation, institution, society or body with which the Company is authorised to amalgamate.
 - 3.12.15. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
 - 3.12.16. To do all such other lawful things as are necessary for the attainment of the above objects or any of them.
4. All assets of the Company shall be applied solely towards the promotion of its objects as set out herein and no portion of such assets shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of pure profit to members of the Company.
- PROVIDED ALWAYS that nothing contained in this Memorandum of Association shall prevent any payment being made by the Company in good faith as follows:-
- 4.1. as reasonable and proper remuneration to any member, officer or servant of the Company or any director for any services rendered to the Company;
 - 4.2. as interest on money lent by any member of the Company or by any director at a reasonable and proper rate per annum;
 - 4.3. of reasonable and proper rent for premises demised or let by any member of the Company or any director to the Company;
 - 4.4. of reasonable and proper fees, remuneration or other benefit in money or money's worth to any company of which a director may also be a member; and
 - 4.5. to any director of reasonable and proper out of pocket expenses (provided proper evidence of the payment of such expenses is provided).
5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required not exceeding £1 to the Company's assets 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.
7. If upon the winding up 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 institution or institutions to be determined by the members of the Company at or before the time of dissolution.

WE, the subscribers to the Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers Amount Guaranteed

1. Roy Heppinstall 8 Wakelin Way Witham Essex CM8 2TX	£1.00
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2. Gerard Francis Walsh 2 Smiths Dock Park Road Normanby Cleveland TS6 0JN	£1.00
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Dated this fifth day of November 2004

Witness to the above Signatures:-

D.W.Anderton
Solicitor
Lichfield

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