**MEMORANDUM AND ARTICLES OF ASSOCIATION**

OF

**CHELSEA SUPPORTERS GROUP 2005**

1. The name of the Company is Chelsea Supporters Group 2005.

2. The registered office of the Company will be situated in England.

3. The objects for which the Company is established are:-

(a) To carry on business as a Football Supporters Group with the intention of furthering interest in football and Chelsea Football Club. To promote football in accordance with the requirements and advise of the Chelsea Football Club. To arrange social and sporting activities ancillary to the carrying out of a football supporters group and to provide such equipment and facilities necessary for carrying out such activities.

(b) In furtherance of these objects but not further or otherwise the Company shall have the following powers:

(i) To consider schemes, to obtain advice and assistance and to raise funds which can be used to achieve the objects of the Company.

(ii) To undertake any activity which will promote the objects of the Company and to promote such activity by commissioning, printing, publishing, issuing, circulating or otherwise disseminating gratuitously or otherwise, reports and periodicals, books, pamphlets, leaflets and other literature.

(iii) To promote football activities generally and in particular to use the building or buildings owned or hired by the Chelsea Supporters Group for the purposes of conferences, lectures and any similar purpose.

(iv) To purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the objects of the Company.

(v) To take and accept any gifts of property of any description whether subject to any special trusts or not, for the purposes of the Company.

(vi) To invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise.

(vii) To co-operate with other organisations having similar objects and to establish, promote or assist such organisations.

(viii) To purchase, acquire or undertake all or any of the property, liabilities and engagements of such organisations and institutions with which the Company may co-operate or federate.

(ix) To present, promote, organise, provide, manage and produce such exhibitions, lectures and other activities, as are conducive to the promotion, maintenance and advancement of the Company and to formulate, prepare and establish schemes therefor and for such purposes to enter into agreements and engagements with sponsors and other persons and retain advisers and to remunerate such persons and advisers by salaries or fees.

(x) To co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the objects of the Company.

(xi) To purchase, lease, hire or otherwise acquire and to sell, let, mortgage, dispose of, turn to account and subject to such consents as may be required by law from time to time otherwise deal with real and personal property and any rights or privileges to promote the objects of the Company and to maintain, construct, alter, pull down and convert buildings, for the purposes of the Company.

(xii) To undertake and execute any charitable trusts.

(xiii) Subject to such consents as may be required by law from time to time and subject as hereinafter provided to borrow or raise money and to execute and issue security as the Company shall think fit including mortgages, charges or securities over the whole or any part of its assets, present or future.

(xiv) To invest the monies 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, but so that the Company shall have no power to grant loans by way of investment otherwise than at a commercial rate of interest and upon security bearing at least the full value of the loan.

(xv) To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments, for the purpose of or in connection with the objects of the Company.

(xvi) As employers of staff to make all reasonable and necessary provision for the payment of superannuation and pensions to or on behalf of employees and their dependents.

(xvii) To pay out of the funds of the Company the costs of forming and registering the Company.

(xviii) To do all such other lawful things as shall further the attainment of the objects of the Company.

(c) PROVIDED THAT:

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

(ii) The Company's objects shall not extend to the regulation of relations between employees or organisations of employees and employers or organisations of employers.

(iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company 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 Members of the Council of Management or Governing body and Members of the Company 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 have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Members of the Council of Management or Governing Body and Members of the Company, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company 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 Company and no member of its Council of Management or Governing body shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. 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 member of its Council of Management or Governing Body) for any services rendered to the Company and to any member of the Council of Management or Governing Body being a solicitor or other person engaged in any profession who shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by the Council of Management or Governing Body so to act in a professional capacity on behalf of the Company.

(b) of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let by any Member of the Company or Council of Management or Governing Body.

(c) to any Director or member of the Council of Management of reasonable out-of-pocket expenses.

5. The liability of the Members is limited by guarantee as provided in Clause 6 below. A Member is as defined in the Articles of Association.

6. Every Member undertakes to contribute to the assets of the Company in the event of its being wound up during the Members period of Membership or within one year afterwards for payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding in the case of any Member the sum of £l.

7. If upon the winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other charity having objects similar to those of the Company and which shall be established for charitable purposes only and which shall prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Company by Clause 4 hereof such charity 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 the aforesaid provision then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company and subject to any reasonable restrictions that may be imposed in accordance with regulations of the Company for the time being in force shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be audited and the correctness of the balance sheet ascertained by a properly qualified auditor.

9. Any and all references in this Memorandum to the male gender shall apply equally to persons of all genders.