



Schools

THE COMPANIES ACTS 1985 AND 1989

**Company Limited by Guarantee and not having a
Share Capital Memorandum of Association of
ENGLAND RUGBY FOOTBALL SCHOOLS' UNION
(Incorporated 12th day of September 2002)**

1. The Company's name is England Rugby Football Schools' Union (and in this document it is called 'the Union').
2. The Union's registered office is to be situated in England.
3. The Union's objects ('the Objects') are to administer, foster, encourage, extend and control Rugby Union Football ('the Game') for the moral, mental and physical development of school boys and girls attending schools within England which expression when used hereafter shall include the Channel Islands and the Isle of Man.
4. In furtherance of the Objects, but without in any way limiting them, the Union shall have the following powers:
 - 4.1 To encourage and unite endeavour to promote and develop the Game, including (but not limited to) the coaching thereof in schools within England;
 - 4.2 To safeguard correct coaching and traditions;
 - 4.3 To act as the Schools Section of the Rugby Football Union ('RFU') and to be a Constituent Body of the RFU;
 - 4.4 To ensure that the Game is played in accordance with the Laws of the Game and is administered in accordance with the Rules and Regulations of the RFU and the Regulations of the International Rugby Board (iRB);
 - 4.5 To arrange Trial, Representative, International and other Rugby Matches in the interests of the Game for every type of school and in accordance with RFU policy;
 - 4.6 To provide regulations for and oversee National Competitions;
 - 4.7 Generally to bring to bear in every way possible the full beneficial influence of the Union in matters appertaining to the playing of the Game in every type of school whilst leaving individual schools, District Unions and County Schools' Unions to pursue their own domestic match programmes;
 - 4.8 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Union;

- 4.9 To raise funds and to invite and receive contributions; provided that in raising funds the Union shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 4.10 To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- 4.11 Subject to Clause 5 below to employ such staff, who shall not be directors of the Union ('the Trustees'), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- 4.12 To establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.13 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.14 To pay out of the funds of the Union the costs, charges and expenses of, and incidental to, the formation and registration of the Union;
- 4.15 To do all such other lawful things as are necessary for the achievement of the Objects.
5. The income and property of the Union shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Union, and no trustee shall be appointed to any office of the Union paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Union, PROVIDED that nothing in this document shall prevent any payment in good faith by the Union;
- 5.1 Of reasonable and proper remuneration for any services rendered to the Union by any member, officer or servant of the Union who is not a trustee;
- 5.2 Of interest on money lent by any member of the Union or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- 5.3 Of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- 5.4 Of reasonable and proper rent for premises demised or let by any member of the Union or a trustee;
- 5.5 To any trustee of reasonable out-of-pocket expenses properly incurred.
6. The liability of the members is limited by guarantee.
7. Every member of the Union undertakes to contribute such amount as may be required (not exceeding £10) to the Union's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Union's debts

and liabilities contracted before he or she 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 the Union is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Union, but shall be given or transferred to such other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Union by Clause 5 above as the Committee may determine.