

MEMORANDUM OF ASSOCIATION
OF
ASSOCIATION OF RUNNING CLUBS LTD

1. The name of the Company (hereinafter called "the Company") is " **ASSOCIATION OF RUNNING CLUBS LTD**
2. The registered office of the Company will be situated in England.
3. The object for which the Company is established is to be a governing and/or affiliating body for clubs and associations in the United Kingdom whose principal activity is road and/or cross country and/or fell and/or trail running and/or walking and as such :
 - 3.1. to formulate and implement policies to improve the viability welfare financial stability or performance of road, cross country ,fell running, trail running ,walking and athletic clubs, athletes, coaches and officials in the United Kingdom or any part thereof;
 - 3.2. to represent its members in discussions and negotiations with governing bodies of the sport of athletics and area and territorial bodies representing the sport of athletics, United Kingdom and Home Country Sports Councils, the European Athletic Association, the International Association of Athletic Federations and all relevant Government Departments or similar bodies
 - 3.3. to develop policies and activities for road, cross country, trail and fell running, and walking in the United Kingdom;
 - 3.4. to develop and nurture relationships between the Company and the United Kingdom and Home Country Sports Councils, the European Athletic Association, the International Association of Athletic Federations and all relevant Government Departments
 - 3.5. to support its members in their activities of developing road ,cross country, trail and fell running, walking,and athletes in the United Kingdom
 - 3.6. to undertake and execute charitable trusts.
 - 3.7. to formulate and/or adopt and/or recommend Rules for road, cross country and trail running.
4. In furtherance of the above objects (but not further or otherwise) the Company shall have the following powers:
 - 4.1. to purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or structures;
 - 4.2. to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law;
 - 4.3. to do all things as may be requisite or desirable for the efficient management, development and administration of the said property;
 - 4.4. to borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit subject to such consents as may be required by law;
 - 4.5. to take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Company;
 - 4.6. to issue and publish any newspapers, periodicals, books, articles or leaflets and whether in print or electronically or by any other means
 - 4.7. to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise;
 - 4.8. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
 - 4.9. to invest moneys 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;
- 4.10. to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any trusts, Clubs, or associations or institutions which are for the benefit of Athletics in the United Kingdom or any part thereof;
 - 4.11. to organise or secure the organisation of athletic competitions of all kinds,
 - 4.12. to organise or secure the organisation of athletic teams to participate in competition whether in the United Kingdom or abroad
 - 4.13. to organise or secure the organisation of courses or training for its members, officials or athletes,
 - 4.14. to appoint or secure the appointment of persons to manage and conduct such competitions or teams or courses or training and to do anything incidental to the organisation of such competitions teams courses or training
 - 4.15. to engage and pay any person or persons whether on a full or part time basis and whether on a contract of service or for services and on such other terms as shall be agreed in connection with the activities of the Company;
 - 4.16. subject to the provisions of Clause 5 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
 - 4.17. to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
 - 4.18. to do all such other lawful things as will further the attainment of the objects of the Company or any of them.
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 Association.
 6. The liability of the Members is limited.
 7. Every Member of the Company undertakes to contribute to the assets of the Company, 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 Company 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 (One pound).
 8. 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 or which otherwise are for the benefit of Athletics in the United Kingdom or any part thereof or which otherwise are for some philanthropic or charitable purpose 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 Council of the Company at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Council for some other philanthropic or charitable purpose or purposes.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association