

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

ENGLAND ATHLETICS LIMITED

- 1 The name of the Company (hereinafter called “the Company”) is “ENGLAND ATHLETICS LIMITED”.
- 2 The registered office of the Company will be situated in England.
- 3 The object for which the Company is established is to act as the delivery body for athletics in England and as such:
 - (i) to recognise the jurisdiction of the International Association of Athletics Federations (“the IAFF”) as the ruling authority for determining the rules of athletics;
 - (ii) to affiliate to UK Athletics Limited (“UKA”) or such other body as may be recognised from time to time by the IAFF as the governing body for athletics in the United Kingdom (“the UK”);
 - (iii) to co-ordinate and support the affairs of athletics in England, according to the provisions of the Company’s Memorandum and Articles of Association (and rules made thereunder) for the benefit of its members, athletes and athletics as a whole;
 - (iv) to participate in formulating the Strategy for Athletics in the UK with UKA and other athletics organisations (“the Strategy for Athletics in the UK”) and to develop a framework for the development and delivery of athletics in England by working with clubs, schools, colleges, universities, local authorities, other partners, and the public at large;
 - (v) to encourage and enable participation in athletics at all levels (including participation of competitors, coaches, officials and supporters) and to enable those with high athletic talent to develop and fulfil their potential by creating and supporting competition and training opportunities;

- (vi) to support UKA as the body responsible for elite athletics in the United Kingdom;
- (vii) to develop programmes for athletics throughout England in accordance with policies developed by the Company;
- (viii) to respect the anti-doping policy of UKA (the enforcement of which shall be by UKA);
- (ix) to co-operate with and carry out functions delegated to it by UKA in relation to United Kingdom and to co-operate with the IAAF and other relevant delivery bodies for the sport of athletics as a whole and to govern athletics in England in accordance with the powers delegated to the Company by UKA from time to time;
- (x) to co-operate with the other home country athletics associations and enter any agreements or arrangements necessary to set out their respective roles and functions and to adhere to any uniform policy in matters relating to athlete welfare, equity and inclusion, and matters affecting the administration and development of athletics in England in line with the Strategy for Athletics in the UK;
- (xi) to provide information to UKA enabling it to monitor the performance of the Company in the English implementation and delivery of the Strategy for Athletics in the UK;
- (xii) to develop commercial and communications policies and activities for athletics in England within the commercial and communications framework of the Strategy for Athletics in the UK;
- (xiii) to develop and nurture relationships with UKA, the other home country athletics associations and any relevant Government Departments and sports organisations within England;
- (xiv) to co-ordinate (where appropriate, in conjunction with UKA and other relevant bodies) athletics fixtures across England which are organised or endorsed by the Company within the competition framework of the Strategy for Athletics in the UK;
- (xv) to oversee the selection of and co-ordination of officials for athletics events organised or endorsed by the Company;
- (xvi) to select and co-ordinate teams to represent England at the Commonwealth Games and other international athletics events where an England team competes;
- (xvii) to do what is reasonable in all circumstances for the purpose of safeguarding or promoting the welfare of children and vulnerable adults;
- (xviii) to take all reasonable steps to ensure that no child, young person, vulnerable adult, competitor, volunteer, official, employee or job

applicant, receives less favourable treatment on the grounds of age, gender, colour, disability, ethnicity, race, parental or marital status, nationality, religious belief, political persuasion, social background or sexual preference.

- (xix) to undertake and execute charitable trusts.

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

- (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;
- (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;
- (3) to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;
- (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;
- (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;
- (6) to print and publish any newspapers, periodicals, books, articles or leaflets;
- (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;
- (8) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (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 and subject also as hereinafter provided;
- (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, member, or associations or institutions which are for the benefit of athletics in England or any part thereof;

- (11) to engage and pay any person or persons whether on a full or part time basis or whether as consultant or employee, to supervise, organise, carry on the work of and/or advise the Company;
 - (12) subject to the provisions of Clause 4 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;
 - (13) to amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of athletics in England or any part thereof and prohibit 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 by this Memorandum of Association;
 - (14) to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
 - (15) to do all such other lawful things as will further the attainment of the objects of the Company or any of them.
- 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.
- 5 The liability of the members of the Company is limited.
- 6 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).
- 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 or which otherwise are for the benefit of athletics in England, such institution or institutions to be determined by the Company in general meeting 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 Company for some other philanthropic or charitable purpose or purposes.