

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

THE MANCHESTER '17' MOTORCYCLE CLUB LIMITED

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- 1 The name of the Company is "The Manchester '17' Motorcycle Club Limited"
- 2 The registered office of the Company is in England and Wales.
- 3 The objects for which the Company is established are to organise, manage, arrange, control, coordinate, facilitate and hold events in respect of motor vehicle related activities including but not limited to races, rallies, events, contests, competitions, pursuits, meetings, gatherings, assemblies, conventions, trials, enduro, motocross and club fun events, with the main purpose being the promotion of participation in the amateur sport of motorcycling in Cheshire, North Derbyshire, Peak District and Shropshire (the "**Objects**").
- 4 The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In furtherance of the Objects but otherwise, the Company has the following powers:
 - 4.1 to pay out of the Company's funds the costs incurred in forming the Company;
 - 4.2 to acquire or hire property of any kind, and any interests in or rights over the property of any kind. Any acquisition or hire of property covered in this clause must be made in furtherance of the provision of facilities and promotion of participation in motorcycling;
 - 4.3 to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets, provided that this complies with Corporation Tax Act (CTA) 2010 Part 13 Chapter 9 and the Community Amateur Sports Clubs Regulations 2015 (the "CASC Legislation and Regulations") and will not result in a breach of the non-profit making requirements of the CASC Legislation and Regulations;
 - 4.4 to borrow or raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a member of any building society provided that this complies with the CASC Legislation and Regulations and will not result in a breach of the non-profit making requirements of the CASC Legislation and Regulations;
 - 4.5 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company provided that this complies with the CASC Legislation and Regulations and will not result in a

- breach of the non-profit making requirements of the CASC Legislation and Regulations;
- 4.6 to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: but any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part provided that this complies with the CASC Legislation and Regulations regarding ordinary benefits;
- 4.7 to establish a trading subsidiary;
- 4.8 to trade with anyone who is not a full voting member of the Company, subject to acting within the CASC Legislation and Regulations and applicable income conditions of the CASC Legislation and Regulations from time to time;
- 4.9 to be affiliated with or a member of the Auto-Cycle Union or such other relevant national governing body as required and recognised by Sport England whilst the Objects remain an 'eligible sport' as defined by Treasury Order; and
- 4.10 to do all such other lawful things as are necessary for the achievement of the Objects provided this complies with the CASC Legislation and Regulations.
- 5 All surplus income or profits are to be reinvested in the Company. No surpluses or assets will be distributed to members or third parties. No Director shall be appointed to any office of the Company, paid any salary or fees or shall receive any remuneration or other benefit in money's worth from the Company, provided that nothing in this document shall prevent any payment in good faith by the Company and provided that this complies with the CASC Legislation and Regulations of:
- 5.1 reasonable remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
- 5.2 a reasonable rate of interest on money lent to the Company;
- 5.3 reasonable rent for property let to the Company;
- 5.4 travel and subsistence expenses to any officer, employee or member of the Company; or
- 5.5 premiums on the indemnity insurance referred to in clause 4.6.
- 6 The liability of the members is limited.
- 7 This clause applies on the winding-up or dissolution of the Company. Every member promises, if the Company is wound up while they are a member or within one year after they cease to be a member, to contribute up to £0.25 to the costs of winding up the Company and meeting the liabilities incurred while they were a member.

- 8 Upon dissolution of the company, any remaining assets shall be given or transferred to another registered CASC, a registered charity or the sport's governing body for use by them in related community sports.
- 9 Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

We the persons whose names are written below, wish to be formed into a company under this Memorandum of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS	
Manchester 17 MCC Ltd Registered Office Whirley Lane Macclesfield SK10 4RR	
Michael John Roberts 53 Lower Fold Marple Bridge Stockport Cheshire SK65DU	Judith Mellor 24 Hargate Road Buxton Derbyshire SK17 9BL

Dated 2025

Witness to the above signatures: