



**MEMORANDUM OF ASSOCIATION**  
**COMPANIES ACT 1985**

Company Limited by Guarantee  
and not having a share capital

**Memorandum of Association**  
**Of**  
**BRITISH EVENTING LIMITED**  
**Company No. 3218925**

1. Name

The name of the Association ("the company") is British Eventing Limited

2. Registered Office

The registered office of the Company will be situated in England

3. Objects and powers

The objects for which the Company is established are:

- 3.1 To promote administer and regulate the sport of horse trials in Great Britain in the interests of, and for the enjoyment of, all members of the Association
- 3.2 To organise equestrian competitions for its members including provision of the means, infrastructure, prize money and personnel.
- 3.3 To arrange British participation, and to promote British success, in international three day and other horse trials events.
- 3.4 To encourage improved breeding of horses for horse trials
- 3.5 To carry on business as a Commercial Company

In furtherance of the principal objects above but not otherwise the Company shall have power:

- 3.6 to foster and undertake research into any aspects of the objects of the Company and its work and to disseminate the results of any such research;
- 3.7 to co-operate and enter into arrangements with any authorities, international, national, local or otherwise;

- 3.8 to accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) lend, hire out, sell, lease or otherwise deal with or dispose of or mortgage any such real or personal estate;
- 3.9 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 3.10 to publish its own magazine
- 3.11 to draw, make, accept, indorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 3.12 to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit including without prejudice to the generality of the foregoing by way of fixed and/or floating charge over all or part of the Company's undertakings and assets;
- 3.13 to take and accept any gift of money, property or other assets, whether subject to any special trust or note, for any one or more of the objects of the Company;
- 3.14 to invest the money of the Company not immediately required for its objects in or on 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;
- 3.15 to make any donation either in cash or assets for the furtherance of the objects of the Company;
- 3.16 to establish and support any other association or body and to subscribe or guarantee money for any purposes calculated to further the objects of the Company;
- 3.17 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- 3.18 to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit;
- 3.19 to provide indemnity insurance for the Directors to cover any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company;
- 3.20 to pay reasonable annual sums or premiums for or towards the provisions of pensions for officers or servants for the time being of the Company or their dependents;
- 3.21 to amalgamate with any companies, institutions, societies or associations which have objects wholly or in part similar to those of the Company;
- 3.22 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Company is authorised to amalgamate;

- 3.23 to transfer all or any part of the property, assets, liabilities and engagements of the Company to any body with which the Company is authorised to amalgamate;
- 3.24 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 3.25 to establish where necessary local branches (whether autonomous or not);
- 3.26 to do all such other lawful things as shall further the above objects or any of them

4. Application of income and property

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 distribution shall be made to its members in cash or otherwise. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer servant or member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company nor prevent the reimbursement of out-of-pocket expenses.

5. Limited Liability

The liability of the members is limited.

6. Contribution to assets of the Company

Every member of the Company undertakes to contribute to the assets of the Company, in the Event of the same being wound up whilst 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 ceased to be a member, and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

7. Surplus Assets

If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any surplus whatever the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other body (whether or not it is a member of the Company) having objects similar to the objects of the Company, or to another body the objects of which are charitable.