

17/5/52

The Companies Act, 1948

COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

Memorandum

AND

Articles of Association

OF

Highbury Theatre Centre, LIMITED

INCORPORATED THE 3rd DAY OF JANUARY, 1949.

Solicitors :

WESTWOOD, MORRIS & CO.,
BIRMINGHAM

JORDAN & SONS, LIMITED,

COMPANY REGISTRATION AGENTS, PRINTERS AND PUBLISHERS,
CHANCERY LANE, LONDON, W.C.2, AND 13 BROAD STREET PLACE, E.C.2.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL

Memorandum of Association

OF

Highbury Theatre Centre, Limited

1. The Name of the Company (hereinafter called "the Trust") is "HIGHBURY THEATRE CENTRE, LIMITED."
2. The Registered Office of the Trust will be situate in England.

The Objects for which the Trust is established are—

- (A) To promote, maintain, improve and advance education through the performing and practising arts, including drama, mime, dance, film, music and the visual arts.
- (B) For the purpose of furthering or attaining the objects set out in the preceding Sub-Clause, to do all or any of the following:—
 - (i) To promote and conduct theatrical, musical, dance, and film performances, lectures, concerts, and such other educational enterprises as may tend to the attainment of the objects of the Trust.
 - (ii) To promote and conduct dramatic festivals.
 - (iii) To offer and give prizes for excellence or proficiency in any branch of any of the Arts, or for any other reason, and to appoint examiners or adjudicators for the purpose of assigning such prizes.
- (iv) To own the buildings and premises known as the HIGHBURY LITTLE THEATRE, situate in Sutton Coldfield, in the County of Warwick, together with the fixtures, fittings, and effects belonging thereto, and to alter, rebuild, reconstruct, refurnish, work, maintain, and to carry on the business of the said theatre together with providing such facilities by way of the sale and service of refreshments and the sale of periodicals and books as may be necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Trust.
- (v) To present, produce, manage, conduct, and represent at any theatre, or place of entertainment, such plays, dramas, operas, dance

displays, films, promenade and other concerts, musical and other pieces, ballets, shows, exhibitions and entertainments as the Trust may from time to time think fit; and in connection therewith to enter into agreements or arrangements of all kinds with authors, actors, artists, musicians, lecturers, producers, teachers, technicians and other persons.

- (vi) To hire and employ managers, stewards, servants, and workmen, and to pay to them and to other persons for services rendered, salaries, wages, gratuities and pensions.
- (vii) To make rules and regulations for admission of persons to Membership of the Trust, and the use of the premises of the Trust, and the conduct of Members and visitors, and from time to time to rescind, alter, vary, or modify the same.
- (viii) To purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property of any rights or privileges which the Trust may think necessary or convenient for the promotion of its objects, and to construct, maintain, and alter any buildings or erections necessary or convenient for the work of the Trust.
- (ix) To sell, let, grant licences for the use of, mortgage, dispose of, or turn to account all or any of the property or assets of the Trust as may be thought expedient with a view to the promotion of its objects.
- (x) To undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be conducive to its objects.
- (xi) To borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Trust's property or assets (whether present or future), and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Trust of any obligation or liability it may undertake.
- (xii) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities, or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities

and with such sanction (if any) as may for the time being be prescribed by law.

(xiii) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, and other negotiable or transferable instruments.

(xiv) To remunerate any person, firm, or company rendering services to the Trust, either by cash payment or otherwise as may be thought expedient.

XV ~~XVI~~ ~~(xv)~~ *To support and subscribe to any charitable object.*
 To give pensions, gratuities, or charitable aid to any person or persons who may have served the Trust, or to the wives, children, or other relatives or dependents of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Trust, or of the wives, children, or other relatives or dependents of such persons.

XVI ~~XVII~~ ~~(xvi)~~ To support and subscribe to any charitable object or any charitable institution which may be for the benefit of the Trust or its employees, or may be connected with any town or place where the Trust carries on its operations.

Provided that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Ministry of Education, the Trust shall not sell, mortgage, charge, or lease the same without such authority, approval, or consent as may be required by law, and as regards any such property the Managers or Trustees of the Trust shall be chargeable for such property as may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects, and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Ministry of Education over such Managers or Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of Dividend, Bonus, or otherwise howsoever by way of profit, to the Members of the Trust.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any

officer or servant of the Trust, or to any Member of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding Six per centum per annum on money lent or reasonable and proper rent for premises demised or let by any Member to the Trust.

5. Subject as hereinafter provided, no addition, alteration, or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Board of Trade.

6. The provisions of the fifth Clause of this Memorandum shall have effect from the date upon which the Board of Trade by licence authorise the Trust to make by Special Resolution a change in its name including or consisting of the omission of the word "Limited."

7. The Liability of the Members is Limited.

8. Every Member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Trust contracted before the time at which he ceased to be a Member, and of the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding One Pound.

9. If upon the winding up or dissolution of the Trust 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 Trust, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to this provision, then to some charitable object.

10. True accounts shall be kept of the sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Trust; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

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We the several persons whose Names, Addresses, and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

HAROLD JAMES ABRAHAM, 39 Willmott Rd.,
Sutton Coldfield, Ironmonger.

MARGARET JOAN ABRAHAM, 39 Willmott Rd.,
Sutton Coldfield, Wife of HAROLD JAMES
ABRAHAM.

GEOFFREY VINCENT BAKER, 75 Cotton Lane,
Moseley, Birmingham, Manufacturer.

AGNES MARY HOLT, 42 Hawthorn Road,
Erdington, Birmingham, Spinster.

JOHN ENGLISH, 441 Chester Road, Sutton
Coldfield, Theatrical Director.

PETA ENGLISH, 441 Chester Road, Sutton
Coldfield, Theatrical Designer.

JOHN HENRY BISHOP, 154 Bleak Hill Road,
Erdington, Birmingham, 23, Employment
Welfare Manager.

GEORGE WILSON MATHEWS, 105 George Road,
Erdington, Birmingham, Clerk.

Dated this 11th day of December, 1948.

Witness to the above Signatures—

W. BUSHILL-MATTHEWS,

Solicitor,

Neville House,

Waterloo St.,

Birmingham, 2.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL

Articles of Association
OF
Highbury Theatre Centre, Limited

GENERAL.

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:—

WORDS.	MEANINGS.
The Act	The Companies Act, 1948.
The Trust	The above-named Company.
These presents ..	These Articles of Association, and the Regulations of the Trust from time to time.
The Council	The Council of Management for the time being of the Trust.
Office	The Registered Office of the Trust.
Seal	The Common Seal of the Trust.
Month	Calendar month.
In writing	Written, printed, or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and *vice versa*.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act, or any statutory modification thereof for the time being in force shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

MEMBERS.

2. The number of the Members with which the Trust proposes to be registered is One Hundred, but the Council may from time to time register an increase of Members.

3. The provisions of Section 110 of the Act shall be observed by the Trust, and every Member of the Trust shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.

4. The Trust is established for the purposes expressed in the Memorandum of Association.

5. The Subscribers to the Memorandum of Association shall be the first Members of the Trust, and the other Members shall be (a) every person who at the date of the incorporation of the Trust shall be a corporate Member of the unincorporated body known as "THE Highbury Players," and who, within one month after the incorporation of the Trust, signs a written consent to become a Member of the Trust or signs the Register of Members of the Trust, and (b) such persons as are admitted to Membership upon the terms and conditions contained in the bye-laws of the Trust to be made in the manner provided by Article 39 and who sign a written consent to become a Member of the Trust or sign the Register of Members, and (c) if and whenever the Trust shall make any issue of Debentures then the holder for the time being of any Debenture or Debentures shall (on signing such consent as aforesaid or signing the Register of Members) also be a Member of the Trust and entitled to all the rights and privileges of Membership (together with the special voting rights hereinafter mentioned) but shall not be liable to pay any annual or other subscription to the Trust. On any such person ceasing to be the Holder of any such Debenture his Membership of the Trust by reason of the provisions of this Article shall forthwith cease.

BORROWING POWERS.

6. The Council may from time to time at their discretion raise or borrow money for the purposes of the Trust, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets of the Trust, present or future, and may issue Debentures or Bonds, either charged upon the whole or any part of the assets and property of the Trust or not so charged.

7. A Register of the Holders of the Debentures of the Trust shall be kept at the Office, and shall be open to the inspection of the Registered Holders of any such Debentures on every week-day except Saturday at any time between the hours of Ten o'clock and Twelve o'clock in the forenoon and Three o'clock and Four o'clock in the afternoon. The Council may close the said Register for such period or periods as they may think fit, not exceeding in the aggregate twenty days in any year.

GENERAL MEETINGS.

8. The first General Meeting of the Trust shall be held at such time not being less than one month nor more than three months from the incorporation of the Trust and at such place as the Council may determine.

9. A General Meeting shall be held once in every calendar year at such time and place as may be determined by the Council,

provided that every General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Meeting.

10. The above-mentioned General Meetings shall be called "Annual Meetings"; all other General Meetings shall be called "Extraordinary Meetings."

11. The Council may call an Extraordinary Meeting whenever they think fit, and Extraordinary Meetings shall also be convened by the Council upon a requisition made in writing by Twenty-five Members of the Trust (including persons who are Members by reason of their being Debenture Holders) or by Members representing not less than one-tenth of the total voting rights of all the Members (including Debenture Holder Members as aforesaid) having at the date of the deposit of the requisition a right to vote at General Meetings of the Trust. The requisition must state the object of the Meeting and must be signed by the requisitionists and deposited at the Office of the Trust, and may consist of several documents in like form, each signed by one or more requisitionists. If the Council do not, within twenty-one days of the date of the deposit of the requisition, proceed duly to convene an Extraordinary Meeting, the requisitionists, or any of them representing more than one-half the total voting rights of all of them, may themselves convene such Meeting, but any Meeting so convened shall not be held after the expiration of three months from the said date.

12. An Annual Meeting and an Extraordinary Meeting for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and an Extraordinary Meeting not for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given, and shall specify the place, the day, and the hour of Meeting, and, in case of special business, the general nature of that business. The notice shall be given in the manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Trust in General Meeting to such persons as are, under the regulations of the Trust, entitled to receive such notices from the Company, and notice shall also be given to the Auditor for the time being of the Trust: Provided that a General Meeting of the Trust shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed (i) in the case of a Meeting called as the Annual Meeting, by all the Members entitled to attend and vote thereat; and (ii) in the case of an Extraordinary Meeting (subject to the statutory provisions relating to Special Resolutions), by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together holding not less than Ninety-five per cent. of the total voting rights at that Meeting of all the Members.

13. The accidental omission to give notice of a Meeting to, or the non-receipt of such notice by, any Member shall not invalidate any resolution passed, or proceeding had, at any Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

14. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Annual Meeting shall also be deemed special, with the exception of the consideration of the accounts and balance sheet, and the reports of the Council and of the Auditors, the election of Members of the Council and other officers in the place of those retiring by rotation, and the appointment of and the fixing of the remuneration of the Auditors.

15. No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Save as herein otherwise provided, the quorum shall be Ten Members (including persons who are Members by reason of their being Debenture Holders) personally present.

QUORUM

16. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Chairman shall appoint, and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting the Members present shall be a quorum.

17. With the consent of any Meeting at which a quorum is present, the Chairman may adjourn a Meeting from time to time, and from place to place, as the Meeting shall determine. Whenever a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned Meeting. No business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjournment took place.

18. The Chairman (if any) of the Council shall preside at every General Meeting, but if there be no such Chairman, or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some Member of the Council, or if no such Member be present, or if all the Members of the Council present decline to take the chair, they shall choose some Member of the Trust who shall be present to preside.

19. At all General Meetings a resolution put to the vote of the Meeting shall be decided on a show of hands by a majority of the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded in writing by the Chairman or by at least five Members present in person and entitled to vote, and unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the Minute Book of the Trust shall be conclusive evidence thereof,

without proof of the number or proportion of the votes recorded in favour of or against such resolution.

20. Subject to the provisions of Article 21 hereof, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

21. No poll shall be demanded on the election of a Chairman of a Meeting, or on any question of adjournment.

22. In the case of an equality of votes, either on a show of hands or at the poll, the Chairman of the Meeting shall be entitled to a further or casting vote.

23. The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS.

24. Subject as hereinafter provided, every Member shall have one vote.

25. Save as herein expressly provided, no person other than a Member duly registered, and who shall have paid every subscription and other sum (if any) which shall be due and payable to the Trust in respect of his membership, shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another Member, at any General Meeting.

26. Votes may be given on a poll either personally or by proxy.

27. On a show of hands a Member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. Except in the case of a corporation no person shall act as a proxy who is not entitled to be present and vote in his own right. A corporation may vote by its duly authorised representative as provided by Section 139 of the Act. Notwithstanding anything in these Articles hereinbefore contained, on a poll each Member who is a Debenture Holder shall be entitled to one vote for every Five Hundred Pounds in Debentures registered in his name.

28. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation under its common seal (if any) and, if none, then under the hand of some officer duly authorised in that behalf.

29. The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the Office at least forty-eight hours before the time appointed for holding the Meeting at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote

in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing on the death or revocation shall have been received at the Office one hour at least before the time fixed for holding the Meeting.

31. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:—

HIGHBURY THEATRE CENTRE, LIMITED.

I,

of
HIGHBURY THEATRE CENTRE, LIMITED, hereby
appoint

of
Member of the Trust, and failing him

of
another Member of the Trust, as my proxy to
vote for me and on my behalf at the (Annual
or Extraordinary, as the case may be) General
Meeting of the Trust, to be held on the
day of and at every adjourn-
ment thereof.

As witness my hand this day of , 19

COUNCIL OF MANAGEMENT.

32. The whole management and control of the Trust and of the funds and property of the Trust shall be vested in the Council of Management (in these Articles referred to as "the Council").

33. The number of the Members of the Council shall not be less than twelve nor more than eighteen, including (a) three co-opted Members, and (b) three Members elected to represent Debenture holders in manner hereinafter mentioned. The first Members of the Council shall include HAROLD JAMES ABRAHAM, JOHN HENRY BISHOP, JOHN ENGLISH, PETA ENGLISH, GEORGE WILSON MATHEWS, and GEOFFREY BAKER.

COUNCIL
12-18

34. Each of them, the said HAROLD JAMES ABRAHAM, GEOFFREY BAKER, JOHN HENRY BISHOP, JOHN ENGLISH, PETA ENGLISH, and GEORGE WILSON MATHEWS shall be Permanent Life Members of the Council unless disqualified under any of the provisions of Article 46.

35. The Council may from time to time and at any time co-opt any Member of the Trust as a Member of the Council, but so that not more than three co-opted Members shall hold office at any one time. A co-opted Member shall retain his office for such period as may be determined by the Council.

36. The Council may from time to time and at any time appoint any Member of the Trust as a Member of the Council

to fill a casual vacancy. Any Member so appointed shall retain his office only until the next Annual Meeting, but he shall then be eligible for re-election.

37. No person who is not a Member of the Trust shall in any circumstances be eligible to hold office as a Member of the Council.

MEMBERS OF COUNCIL NOMINATED BY DEBENTURE HOLDERS.

38. (A) Three Members of the Council shall always be nominated by the holders of Debentures issued by the Trust.

(B) For the purpose of nominating such three Members of the Council, the Council shall cause a General Meeting of the holders of Debentures to be called for a date which shall be not more than six and not less than two days before the date of the holding of each Annual Meeting of the Trust (including the first Annual Meeting to be held in the year 1950).

(C) At any such Meeting the Chairman (if any) of the Trust shall preside provided he is a Debenture holder, and in default of him the Debenture holders present shall choose one of themselves to take the chair.

(D) The sole business of such Meeting shall be to elect three persons (being Debenture holders) to serve on the Council of the Trust.

(E) Every person nominated for this purpose shall be proposed and seconded.

(F) All the provisions with reference to voting either by show of hands or on a poll, the appointment of proxies and other matters which are in these Articles set forth in connection with the proceedings at Annual Meetings of the Trust shall with all necessary modifications apply to the Meetings of Debenture holders, including the right on a poll for each Debenture holder to have one vote for every Fifty Pounds in Debentures registered in his name, as mentioned in Article 2527.

(G) The three Members of the Council elected at an Annual Meeting of Debenture holders under the provisions of this Article shall hold office until the next Annual Meeting of Debenture holders and shall be eligible for re-election.

BYE-LAWS.

39. The Council shall have power from time to time to adopt and make such bye-laws for the regulation of the objects of the Trust and otherwise for the furtherance of the purposes for which the Trust is established, and for carrying on its affairs as they may consider necessary, provided they are not repugnant to the Memorandum or Articles of Association, and they shall also have power from time to time to revoke or alter any of the said bye-laws. All such bye-laws for the time being in force shall be binding upon all Members until the same shall be varied or set aside by a General Meeting. Such variation or repeal

shall only take place at an Annual or Extraordinary Meeting after due notice being given of the proposed alteration, and no alteration shall be made unless it obtain the concurrence of two-thirds of the Members present at such Meeting; or, if a poll be demanded, unless such alteration is carried by a two-thirds majority of the votes given on such poll. No Member shall be absolved from such bye-laws by reason of his not having received a copy of the same, or of any alterations made therein, or having otherwise no notice of them. It is expressly declared that the following shall be deemed to, be regulations in relation to the Trust within the meaning of this Article, that is to say:—

- (i) As to the persons eligible for Membership of the Trust;
- (ii) As to the conditions on which persons shall be admitted to the Membership of the Trust;
- (iii) As to entrance fees (if any) payable in respect of Membership of the Trust;
- (iv) As to the annual, quarterly, or other subscriptions or payments to be payable by Members of the Trust;
- (v) As to Honorary Members and visitors;
- (vi) As to the manner in which Membership of the Trust, whether for life or otherwise, may be terminated or shall determine;
- (vii) As to the rights and privileges which shall be accorded to Members of the Trust;
- (viii) As to the qualifications, restrictions, and conditions which shall be attached to Members of the Trust;
- (ix) As to arrangements with any other societies or associations for reciprocal concession or otherwise.
- (x) As to Committees of Members in connection with various branches of the activities of the Trust, and as to the appointment, removal, qualification, disqualification, duties, functions, powers, and privileges of Members of any such Committees;
- (xi) As to the functions, powers, duties, and proceedings of any Committee;
- (xii) As to suspension of Membership.

POWERS OF THE COUNCIL.

40. The business of the Trust shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment, and registration of the Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust all such acts as may be exercised and done by the Trust and as are not by the Act or by these presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations

or provisions, as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

41. Without prejudice to the general powers conferred by Article 40 hereof, the Council shall have power—

- (A) To pay the costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Trust.
- (B) To purchase, hire, or otherwise acquire for the purposes of the Trust any real or personal property, and to sell, demise, let, licence, mortgage, or dispose of the same;
- (C) To create a Redemption Fund, and to take thereout moneys for the purchase or discharge of all or any of the Debentures, bills of exchange, promissory notes, or other obligations or securities of the Trust, or for any other purpose of the Trust, and to invest any of the money of the Trust in the purchase or redemption of any such obligations or securities;
- (D) To invest such part of the Funds of the Trust as shall not be required for the immediate purposes of the Trust on such securities and on such terms as they may think fit, and from time to time vary such investments;
- (E) To enter into such contracts, pay such subscriptions and do all such acts and things as they may think expedient for the purposes of the Trust;
- (F) To appoint Committees consisting of such Member or Members of their body, and to co-opt on such Committees any Member or Members of the Trust as they may think fit;
- (G) To decline to register any transfer of Debentures or Debenture Stock to a person of whom they do not approve not being already a Member of the Trust. The Council may also suspend the registration of transfers during the fourteen days immediately preceding the Annual Meeting in each year.

42. The continuing Members of the Council may act notwithstanding any vacancy in their body; provided always that in case the Members of the Council shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

43. The Council may appoint a Secretary of the Trust upon such terms as they may from time to time determine, and such Secretary may be removed from office by the Council. The Council may also from time to time by resolution appoint a temporary substitute for the Secretary, and any person so

SECRETARY

appointed shall for all the purposes of these presents be deemed during the term of his appointment to be the Secretary.

44. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of at least two Members of the Council and of the Secretary, and the said Members and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person *bona fide* dealing with the Trust such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

45. Cheques on the Trust's bankers, until otherwise from time to time resolved upon by the Council, shall be signed by at least two Members of the Council. The Trust's banking account shall be kept with such banker or bankers as the Council shall from time to time determine.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL.

46. The office of a Member of the Council shall be vacated—

- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors;
- (B) If he becomes of unsound mind;
- (C) If he ceases to be a Member of the Trust;
- (D) If by notice in writing to the Trust he resigns his office;
- (E) If he ceases to hold office by virtue of any provision of the Act.

ROTATION OF MEMBERS OF THE COUNCIL.

47. At the Annual Meeting to be held in the year 1950 and in every subsequent year, one-third of the Members of the Council for the time being (other than the Permanent Life Members or co-opted Members or Members nominated by the Debenture holders), or if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third, shall retire from office. A retiring Member of the Council shall retain his office until the dissolution or adjournment of the Meeting at which his successor is elected or it is determined not to fill his place.

48. The Members of the Council to retire shall be those who have been longest in office since their last election or appointment. As between Members of equal seniority, the Members to retire shall in the absence of agreement be selected from among them by lot. The length of time a Member has been in office shall be computed from his last election or appointment. A retiring Member of the Council shall be eligible for re-election.

49. The Trust shall, at the Meeting at which any Members of the Council retire in manner aforesaid, fill up the vacated office of each Member by electing a person thereto, unless at such Meeting it shall be determined to reduce the number of Members of the Council.

50. No person not being a Member of the Council retiring at the Meeting shall, unless recommended by the Council for election, be eligible for office on the Council at any General Meeting, unless at least five clear days before the day appointed for the Meeting there shall have been given to the Secretary notice in writing, by some Member duly qualified to be present and vote at the Meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.

51. If at any Meeting at which an election of Members of the Council ought to take place, the places of the retiring Members, or some of them, are not filled up, the retiring Members, or such of them as have not had their places filled up and are willing to act, shall be deemed to have been re-elected, unless it shall be determined at such Meeting to reduce the number of Members of the Council, or unless a resolution for the re-election of the retiring Member or Members shall have been put to the Meeting and lost.

52. The Trust may from time to time in General Meeting increase or reduce the number of Members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase. But nevertheless the provisions of this Article are subject to the provisions contained in Articles 31 and 37.

53. The Trust may by Extraordinary Resolution remove any Member of the Council (other than a Permanent Life Member or a Member nominated by the Debenture holders) before the expiration of his period of office, and may by an Ordinary Resolution appoint another Member in his stead; but any person so appointed shall retain his office so long only as the Member in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF THE COUNCIL.

QUORUM
54. The Council may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, five shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

55. On the request of a Member of the Council the Secretary shall, at any time, summon a Meeting of the Council by notice served upon the several Members of the Council. A Member of the Council who is absent abroad shall not be entitled to notice of a Meeting.

56. The Council shall from time to time elect a Chairman who shall preside at all Meetings of the Council at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any Meeting the Chairman be not present within five minutes after

the time appointed for holding a Meeting, the Members of the Council present shall choose some one of their number to be Chairman of the Meeting.

57. A Meeting of the Members of the Council for the time being at which a quorum is present shall be competent to exercise all the authorities, powers, and discretions by or under the regulations of the Trust for the time being vested in the Council generally.

58. The Council may delegate any of their powers to Committees consisting of such Member or Members of the Council as they think fit, and any Committee so formed shall conform to any regulations imposed on it by the Council. The Meetings and proceedings of any such Committee shall be governed by the provisions of these presents for regulating the Meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council as aforesaid.

59. All acts *bona fide* done by any Meeting of the Council or of any Committee of the Council, or by any person acting as a Member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Member of the Council.

60. The Council shall cause proper Minutes to be made of the proceedings of all Meetings of the Trust and of the Council and of Committees of the Council, and all business transacted at such Meetings, and any such Minute of any Meeting, if purporting to be signed by the Chairman of such Meeting, or by the Chairman of the next succeeding Meeting, shall be conclusive evidence without any further proof of the facts therein stated.

61. A resolution in writing signed by all the Members for the time being of the Council or of any Committee of the Council shall be as valid and effectual as if it had been passed at a Meeting of the Council or of such Committee duly convened and constituted.

PRESIDENT AND VICE-PRESIDENTS.

62. At the first Meeting of the Council after each Annual General Meeting the Council may elect a President and a Vice-President or Vice-Presidents to hold office until the close of the next Annual General Meeting. The President and Vice-Presidents shall be entitled to attend Meetings of the Council and of the Trust but shall not have any right to vote as such at the said Meetings.

ELECTION

TREASURER.

63. The Council may appoint a Treasurer for such period and upon such terms as they may from time to time determine.

ACCOUNTS.

64. The Council shall cause proper books of account to be kept with respect to—

- (A) All sums of money received and expended by the Trust and the matters in respect of which the receipt and expenditure takes place;
- (B) All sales and purchases of goods by the Trust; and
- (C) The assets and liabilities of the Trust.

65. The books of account shall be kept at the Office, or, subject to Section 147 (3) of the Act, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the Members of the Council.

66. The Trust in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Trust, or any of them, and subject to such conditions and regulations the accounts and books of the Trust shall be open to the inspection of Members at all reasonable times during business hours.

67. Once at least in every calendar year the Council shall lay before the Trust in General Meeting an income and expenditure account for the period since the last preceding account or in the case of the first account since the incorporation of the Trust made up to a date not more than four months before such Meeting, together with a balance sheet made up as at the same date. Every such balance sheet shall be accompanied by a report of the Council and a report of the Auditors, and a copy of such account, balance sheet, and reports shall not less than twenty-one clear days before the Meeting be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be read before the Meeting as required by Section 162 of the Act.

AUDIT.

68. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act.

NOTICES.

69. A notice may be served by the Trust upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the Register of Members.

70. Any Member described in the Register of Members by an address not within the United Kingdom, who shall from time to time give the Trust an address within the United Kingdom

at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, no Member other than a Member described in the Register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Trust.

71. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing a notice was properly addressed and put into the post office as a prepaid letter.

72. Notice of every General Meeting shall be given to the Auditors for the time being of the Trust.

AUDITORS

WINDING UP.

73. The provisions of Clause 9 of the Memorandum of Association relating to the winding up or dissolution of the Trust shall have effect and be observed as if the same were repeated in these Articles.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

HAROLD JAMES ABRAHAM, 39 Willmott Rd.,
Sutton Coldfield, Ironmonger.

MARGARET JOAN ABRAHAM, 39 Willmott Rd.,
Sutton Coldfield, Wife of HAROLD JAMES
ABRAHAM.

GEOFFREY VINCENT BAKER, 75 Cotton Lane,
Moseley, Birmingham, Manufacturer.

AGNES MARY HOLT, 42 Hawthorn Road,
Erdington, Birmingham, Spinster.

JOHN ENGLISH, 441 Chester Road, Sutton
Coldfield, Theatrical Director.

PETA ENGLISH, 441 Chester Road, Sutton
Coldfield, Theatrical Designer.

JOHN HENRY BISHOP, 154 Bleak Hill Road,
Erdington, Birmingham, 23, Employment
Welfare Manager.

GEORGE WILSON MATHEWS, 105 George Road,
Erdington, Birmingham, Clerk.

Dated this 11th day of December, 1948.

Witness to the above Signatures—

W. BUSHILL-MATTHEWS,
Solicitor,
Neville House,
Waterloo St.,
Birmingham, 2.

No. 463,046.



(COPY)

Certificate of Incorporation.

I hereby Certify that Highbury Theatre Centre, Limited, is this day Incorporated under The Companies Act, 1948, and that the Company is **Limited**.

Given under my hand at London this Third day of January, One Thousand Nine Hundred and Forty-nine.

J. D. TODD,

For Registrar of Companies.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL

Memorandum

AND

Articles of Association

OF

Highbury Theatre Centre,
LIMITED

Incorporated the 3rd day of January, 1949

Solicitors :

WESTWOOD, MORRIS & CO.,
BIRMINGHAM