

The Companies Acts 1929 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

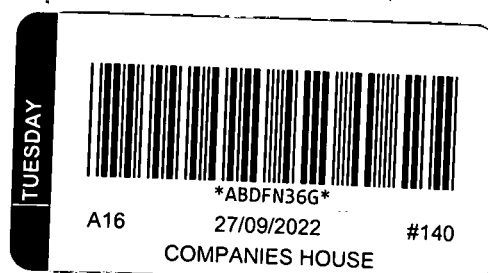
English National Opera

Company No: 00426792



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Articles of Association of English National Opera

Company No: 00426792

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

2.1 The objects of the Company are for the benefit of the public:

2.1.1 To encourage the understanding and appreciation of the arts, particularly (but not limited to) the performing arts by providing, presenting, producing, organising, creating access to, managing and conducting performances of plays, opera, ballet, films and concerts of cultural value to the community;

2.1.2 To advance education for the public benefit, particularly (but not exclusively) in the performing arts, and in plays, opera, music, music performance techniques, ballet, films and concerts of cultural value to the community; and

2.2 To advance health and wellbeing for the public benefit, particularly (but not exclusively) through activities related to the performing arts, including opera, music and performance techniques.

3. Powers

3.1 To further its objects the Company may:

3.1.1 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

3.1.2 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit (in exercising this power the Company must comply as appropriate with the Charities Act 2011);

3.1.3 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Company must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);

- 3.1.4 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.5 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.6 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.7 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.8 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.9 accept (or disclaim) gifts of money and any other property;
- 3.1.10 raise funds by way of subscription, donation or otherwise;
- 3.1.11 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.12 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.13 subject to Article 4 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees, their spouses, widows and/or other dependants and to assist in cases of need employees, former employees and their dependents and for the purpose to make grants to the English National Opera and Sadler's Wells Benevolent Fund;
- 3.1.14 To make all reasonable and necessary provision for payments of pensions and superannuation to or on behalf of employees and their widows or other dependants and to assist in cases of need employees, former employees and their dependants and for the purpose to make grants to the English National Opera and Sadler's Wells Benevolent Fund.
- 3.1.15 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.16 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects);
- 3.1.17 undertake and execute charitable trusts;
- 3.1.18 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company, including (without limitation) by creating permanent endowment;
- 3.1.19 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

- 3.1.20 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.21 provide and assist in the provision of money, materials or other help;
- 3.1.22 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.23 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.24 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.25 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.26 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.27 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.1.28 provide indemnity insurance for the Directors or any other officer of the Company in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Director, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Company); and
- 3.1.29 do all such other lawful things as may further the Company's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Company and no member of its Board of Directors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent payment in good faith by the Company:-
 - 4.1.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Board of Directors) for any services rendered to the Company;
 - 4.1.2 of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Directors;

- 4.1.3 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board of Directors may be a member holding not more than 1% of the capital of that company;
- 4.1.4 to any member of its Board of Directors of out-of-pocket expenses;
- 4.1.5 of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.28.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

- 5.1 The liability of each member is limited to £10, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:
 - 5.1.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
 - 5.1.2 payment of the costs, charges and expenses of winding up; and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

6. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

7. Chair

- 7.1 The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.
- 7.2 The Directors may appoint one or more of their number to be a Deputy-Chair of the Directors, for such term of office as they determine and may at any time remove him or her from that office.

8. Directors may delegate

- 8.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.
- 8.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.
- 8.3 Any delegation by the Directors may be:
 - 8.3.1 by such means;

8.3.2 to such an extent;

8.3.3 in relation to such matters or territories; and

8.3.4 on such terms and conditions;

as they think fit.

8.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

8.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

8.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

9. Committees

9.1 In the case of delegation to committees:

9.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

9.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;

9.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;

9.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

9.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

9.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

10. Delegation of day to day management powers

10.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

10.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

10.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

10.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

11. Delegation of investment management

11.1 The Directors may delegate the management of investments to a Financial Expert or Financial Experts provided that:

11.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Directors;

11.1.2 timely reports of all transactions are provided to the Directors;

11.1.3 the performance of the investments is reviewed regularly with the Directors;

11.1.4 the Directors are entitled to cancel the delegation arrangement at any time;

11.1.5 the investment policy and the delegation arrangements are reviewed regularly;

11.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and

11.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Directors.

12. Power to change name of Company

12.1 The Directors may change the name of the Company at any time by:

12.1.1 majority decision of at least three-quarters of the Directors present and voting at a meeting; or

12.1.2 majority decision of at least three-quarters of all the Directors taken following the procedure in Article 19.

DECISION-MAKING BY DIRECTORS

13. Directors to take decisions collectively

13.1 Subject to Article 12, any decision of the Directors must be either:

13.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 18); or

13.1.2 a majority decision taken in accordance with Article 19.

14. Calling a Directors' meeting

14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

14.2.1 all the Directors agree; or

14.2.2 urgent circumstances require shorter notice.

14.3 In deciding on the date and time of any Directors' meeting, the Directors calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Directors as practicable are likely to be available to participate.

14.4 Notice of Directors' meetings must be given to each Director.

14.5 Every notice calling a Directors' meeting must specify:

14.5.1 the place, day and time of the meeting;

14.5.2 the general nature of the business to be considered at such meeting; and

14.5.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.6 Notice of Directors' meetings need not be in Writing.

14.7 Article 32 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

15. Participation in Directors' meetings

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. Quorum for Directors' meetings

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three or one-third of the total number of Directors, whichever is the greater.

16.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors.

17. Chairing of Directors' meetings

The Chair, if any, or in his or her absence any Deputy-Chair nominated by the Directors present, and in the absence of the Chair and all Deputy-Chairs another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

18. Casting vote

18.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

18.2 Article 18.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. Decisions without a meeting

19.1 A decision is taken in accordance with this Article when a majority of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter.

19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each consenting Director or to which each consenting Director has otherwise indicated agreement in Writing.

19.3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

19.3.1 approval from a majority of the Directors must be received by one person being either such person as the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

19.3.2 following receipt of responses from a majority of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 19.3;

19.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

19.3.4 the Recipient must prepare a minute of the decision in accordance with Article 36 (Minutes).

20. **Conflicts of interest**

Declaration of interests

20.1 Unless Article 20.2 applies, a Director must declare the nature and extent of:

20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

20.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

20.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

20.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

20.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

(a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.28; and

(b) reimbursement of expenses in accordance with Article 4.1.4;

or

20.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 20.5.

20.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:

20.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

20.5.2 not be counted in the quorum for that part of the process; and

20.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

20.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

20.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

20.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

21. Register of Directors' interests

The Directors must ensure a register of Directors' interests is kept.

22. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

APPOINTMENT AND RETIREMENT OF DIRECTORS

23. Number of Directors

There shall be at least six Directors.

24. Appointment of Directors and retirement of Directors by rotation

Appointment of Directors

24.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Director by a decision of the Directors.

Retirement of Directors

24.2 Subject to Articles 24.5 and 24.7, unless a Director is expressly appointed for a shorter term when appointed under Article 24.1, each Director shall retire from office at the fourth Annual Retirement Meeting following the commencement of his or her term of office.

24.3 The Annual Retirement Meeting shall be either:

24.3.1 the meeting of the Directors at which the accounts of the Company are adopted; or

24.3.2 such other meeting that the Directors determine to be the Annual Retirement Meeting for that year.

Maximum term

- 24.4 Retiring Directors may be reappointed but, subject to Articles 24.5 and 24.7, a Director who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
- 24.4.1 the anniversary of the commencement of his or her break from office; and
 - 24.4.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.
- 24.5 Where the Directors determine it is in the best interests of the Company, the Directors may decide that a retiring Director can be reappointed for an additional term notwithstanding that the Director will have served for more than two consecutive terms of office, with the length of such additional term to be decided by the Directors..
- 24.6 If the retirement of a Director under Article 24.2 causes the number of Directors to fall below that set out in Article 23 then the retiring Director shall remain in office until a new appointment is made.
- 24.7 Unless their term is terminated earlier in accordance with Article 25, the Directors who are in office at the date of adoption of these Articles shall remain in office for such time period as is agreed by a majority decision of the Directors.

Minimum age

- 24.8 No person may be appointed as a Director unless he or she has reached the age of 18 years.

General

- 24.9 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

25. Disqualification and removal of Directors

- 25.1 A Director shall cease to hold office if:
- 25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
 - 25.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
 - 25.1.3 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
 - 25.1.4 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);
 - 25.1.5 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;

- 25.1.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors; or
- 25.1.7 he or she ceases to be a member of the Company.

PATRONS

26. Patrons

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. Directors as members

- 27.1 The Directors from time to time shall be the only members of the Company.
- 27.2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Company.
- 27.3 The names of the members of the Company must be entered in the register of members.

28. Termination of membership

- 28.1 A member shall cease to be a member if he or she ceases to be a Director.
- 28.2 Membership is not transferable and shall cease on death.

29. Associate members

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

DECISION-MAKING BY MEMBERS

30. Members' Meetings

- 30.1 The Directors may call a general meeting of the members at any time.

- 30.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

31. Written resolutions

General

- 31.1 Subject to this Article 31 a written resolution agreed by:
- 31.1.1 members representing a simple majority; or
 - 31.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 31.2 On a written resolution each member shall have one vote.
- 31.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 31.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 31.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 31.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 31.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 31.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

- 31.9 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 31.9.1 identifying the resolution to which it relates; and
 - 31.9.2 indicating the member's agreement to the resolution.

31.10 For the purposes of Article 31.9:

31.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

31.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- (a) the identity of the sender is confirmed in a manner specified by the Company; or
- (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

31.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

32. Communications by the Company

Methods of communication

32.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

32.1.1 in Hard Copy Form;

32.1.2 in Electronic Form; or

32.1.3 by making it available on a website.

32.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

32.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 32.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 32.5 Where any Document or information is sent or supplied by the Company to the members:
- 32.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 32.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 32.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 32.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 32.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 32.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;
- 32.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 32.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 32.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.
- 32.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

33. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

34. Secretary

34.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

34.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

34.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

35. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

36. Minutes

36.1 The Directors must ensure minutes are made:

36.1.1 of all appointments of officers made by the Directors;

36.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

36.1.3 of all proceedings at meetings of the Company and of the Directors, [and of committees of Directors,]including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

37. Records and accounts

37.1 The Directors shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

37.1.1 annual reports;

37.1.2 annual statements of account; and

37.1.3 annual returns or confirmation statements.

38. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

39. Winding up

39.1 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 charitable institution or institutions having objects similar to the objects of the Company, 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 Article 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some other charitable object.

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	"Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	"Annual Retirement Meeting"	has the meaning given in Article 24.3;
1.3	"Articles"	the Company's articles of association;
1.4	"Chair"	has the meaning given in Article 7;
1.5	"Company"	English National Opera;
1.6	"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	"Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.9	"Connected"	<p>in relation to a Director means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which the Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.10	"Deputy-Chair"	shall have the meaning given in Article 7.2;

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| 1.11 | "Document" | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.12 | "Director" | a director of the Company, and includes any person occupying the position of director, by whatever name called; |
| 1.13 | "Electronic Form" and "Electronic Means" | Have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.14 | "Financial Expert" | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.15 | "Hard Copy" and "Hard Copy Form" | have the meanings respectively given to them in the Companies Act 2006; |
| 1.16 | "Public Holiday" | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.17 | "Secretary" | the secretary of the Company (if any); and |
| 1.18 | "Writing" | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
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2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

 3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.