

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

## **Articles of Association**

**of**

**Institute of Contemporary Arts Limited**

**Company Number: 00444351**



10 Queen Street Place, London EC4R 1BE

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Institute of Contemporary Arts Limited**

**Company Number: 00444351**

### **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**

The objects of the Company are:

- 2.1 to promote the education of the community by encouraging the understanding appreciation and development of the arts generally and particularly of contemporary art as expressed in painting, etching, engraving, drawing, poetry, philosophy, literature, drama, music, opera, ballet, sculpture, architecture, designs, photography, films, radio and television of educational and cultural value;
- 2.2 the preservation and display for the benefit of the public of the property, 12 Carlton House Terrace, London; and
- 2.3 the compilation, preservation and display for the benefit of the public of an archive of contemporary film, photographs or other material of educational and cultural value.

#### **3. Powers**

To further its objects the Company may:

- 3.1 provide, present, produce, organise, manage and conduct exhibitions of pictures, engravings, bronzes, sculptures and other works of art, lectures and theatrical, musical and other productions of educational and cultural value; to provide, manage and conduct exhibition halls, art galleries, lecture halls, concert halls, theatres, cinemas, rooms and places for such exhibitions, lectures and productions; to give awards and prizes in connection with such exhibitions; to establish and carry on for the furtherance of aesthetic education a library or libraries in London and such other places as shall from time to time be determined and publish, buy, sell, borrow and lend on such terms as shall be agreed works of art, books, music, periodicals and publications of educational and cultural value; and by any other means to raise the artistic taste of the community;
- 3.2 employ, retain and pay managers, lecturers, conductors, producers, actors, singers, professional and technical advisers, librarians, secretaries, clerks and others whose services are required or deemed expedient for carrying out the objects of the Company;
- 3.3 provide and assist in the provision of money, materials or other help;
- 3.4 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

- 3.5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.6 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.7 provide or procure the provision of counselling and guidance;
- 3.8 provide or procure the provision of advice;
- 3.9 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;
- 3.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.11 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;
- 3.12 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Company must comply as appropriate with the Charities Act 2011);
- 3.13 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);
- 3.14 set aside funds for special purposes or as reserves against future expenditure;
- 3.15 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.16 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;
- 3.17 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;
- 3.18 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;
- 3.19 accept (or disclaim) gifts of money and any other property;
- 3.20 raise funds by way of subscription, donation or otherwise;
- 3.21 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;
- 3.22 incorporate and acquire subsidiary companies to carry on any trade;
- 3.23 subject to Article 4 (limitation on private benefits):

- 3.23.1 engage and pay employees, consultants and professional or other advisers; and
- 3.23.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.24 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;
- 3.25 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);
- 3.26 undertake and execute charitable trusts;
- 3.27 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company, including (without limitation) by creating permanent endowment;
- 3.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.30 pay out of the funds of the Company the costs of forming and registering the Company;
- 3.31 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company; and
- 3.32 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.

##### ***Permitted benefits to Members and Trustees***

- 4.2 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 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 Company and no Trustee 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 any payment in good faith by the Company:-
  - 4.2.1 of reasonable and proper remuneration to any officer or servant of the Company for any services rendered to the Company;
  - 4.2.2 to any Trustee being a solicitor or other person engaged in any profession, of reasonable charges for work of that nature done by him or her or by his or her firm when instructed by the Company to act on its behalf, provided that:

- (a) at no time shall a majority of the Trustees benefit under this provision; and

- (b) a Trustee shall withdraw from any part of any meeting which his or her own instruction or remuneration or that of his or her firm is being discussed and Article 21 is complied with;

4.2.3 of reasonable and proper remuneration to:

- (a) any Trustee of the Company for any services rendered to the Company other than in his or her capacity as a Trustee; or
- (b) any company of which the Trustee is a member or employee for any services rendered to the Company;

on the condition that:-

- (c) the Trustee shall not be entitled to vote on a resolution nor attend any part of a meeting concerning his terms of employment or appointment to office or on any payment made or to be made to him or any company of which he is a member by the Company, and shall comply with Article 21;
- (d) notwithstanding anything contained in these Articles, no resolution relating to payments to that Trustee or any company of which he is a member shall be effective unless it is passed at a meeting at which there is present a quorum which consists only of persons not remunerated as employees or for services being rendered to the Company; and
- (e) at no time shall a majority of the Trustees benefit under this provision;

4.2.4 of interest at a reasonable and proper rate on money lent by any Member of the Company or by a Trustee;

4.2.5 of reasonable and proper rent for premises demised or let by any Member or Trustee of the Company;

4.2.6 to any Trustee of the Company in respect of reasonable out-of-pocket expenses;

4.2.7 of any loans, grants, donations or any other kind of financial assistance to any individual group of individuals partnership body corporate local authority or unincorporated association other than a Trustee who or which conducts or promotes any activity which furthers the objects of the Company;

4.2.8 of any premium in respect of any indemnity insurance to cover the liability of the Trustees 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; provided that any such insurance shall not extend to:

- (a) any claim arising from any act or omission which:
  - (i) the Trustees knew to be a breach of trust or breach of duty; or
  - (ii) was committed by the Trustees in reckless disregard of whether or not it was a breach of trust or beach of duty; and
  - (iii) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Company.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of Members**

5.1 The liability of the Members is limited.

5.2 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of their contributories amongst themselves, such amount as may be required not exceeding £10.

### **6. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **TRUSTEES**

### **TRUSTEES' POWERS AND RESPONSIBILITIES**

#### **7. The Trustees' general authority**

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

#### **8. Chair and Deputy Chair**

The Trustees may appoint one of their number to be the Chair of the Trustees and one of their number to be the Deputy Chair of the Trustees in accordance with 28.

#### **9. The Trustees may delegate**

9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions; as they think fit.



9.4 The Trustees 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.

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

9.6 The Trustees 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.

## **10. Committees**

10.1 In the case of delegation to committees:

10.1.1 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);

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

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

10.1.4 the Trustees 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

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

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

## **11. Delegation of day to day management powers**

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

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

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

11.3 any manager must report regularly to the Trustees 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.

## **12. Delegation of investment management**

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

- 12.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;
- 12.2 timely reports of all transactions are provided to the Trustees;
- 12.3 the performance of the investments is reviewed regularly with the Trustees;
- 12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 12.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

### **DECISION-MAKING BY THE TRUSTEES**

#### **13. The Trustees to take decisions collectively**

Any decision of the Trustees must be:

- 13.1 by decision of a majority of the Trustees present and voting at a quorate Trustee meeting (subject to Article 18); or
- 13.2 a unanimous decision taken in accordance with Article 19; or
- 13.3 a decision by majority taken outside of a meeting in accordance with Article 20.

#### **14. Calling a Trustees' meeting**

- 14.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 14.2 A Trustee meeting must be called by at least 7 Clear Days' notice unless either:
  - 14.2.1 all the Trustees agree; or
  - 14.2.2 urgent circumstances require shorter notice.
- 14.3 Notice of Trustee meetings must be given to each Trustee.
- 14.4 Every notice calling a Trustee meeting must specify:
  - 14.4.1 the place, day and time of the meeting;
  - 14.4.2 the general nature of the business to be considered at such meeting; and
  - 14.4.3 if it is anticipated that Trustees 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.

- 14.5 Notice of Trustee meetings need not be in Writing.
- 14.6 Article 35 shall apply, and notice of Trustee meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
15. **Participation in Trustee meetings**
- 15.1 Subject to the Articles, Trustees participate in a Trustee meeting, or part of a Trustee 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 Trustees are participating in a Trustee meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 15.3 If all the Trustees 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.
- 15.4 The Trustees may (but shall not be obliged to) invite any committee members or such other persons to attend Trustees' meetings as the Trustees see fit from time to time.
16. **Quorum for Trustee meetings**
- 16.1 At a Trustee 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 Trustee meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three.
- 16.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.
17. **Chairing of Trustee meetings**
- 17.1 The Chair, if any, or in his or her absence the Deputy Chair shall preside as chair of each Trustee meeting.
- 17.2 If:
- 17.2.1 there is no Chair or Deputy Chair; or
- 17.2.2 the Chair or Deputy Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
- 17.2.3 the Chair or Deputy Chair is unwilling to act,
- the Trustees present shall elect a Temporary Chair amongst their number to chair the meeting.

18. **Casting vote**

18.1 If the numbers of votes for and against a proposal at a Trustee meeting are equal, the Chair 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 is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. **Unanimous decisions without a meeting**

19.1 A decision is taken in accordance with this Article when all of the Trustees 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. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 21.1, results in them not being entitled to vote.

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 Trustee or to which each Trustee 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 each Trustee must be received by one person being either such person as all the Trustees 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 Trustees;

19.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees 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 39 (minutes).

20. **Decision-making by majority without a meeting**

20.1 The Trustees may, in the circumstances outlined in this Article, make a decision by simple majority without holding a Trustee meeting.

20.2 If:

20.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

- 20.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;
- 20.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- 20.2.4 a majority of the Trustees vote in favour of a particular decision on that matter,
- a decision of the Trustees may be taken by simple majority and shall be as valid and effectual as if it had been taken at a Trustee meeting duly convened and held.
- 20.3 Trustees participating in the taking of a decision otherwise than at a Trustee meeting in accordance with this Article:
- 20.3.1 may be in different places, and may participate at different times; and
- 20.3.2 may communicate with each other by any means.
- 20.4 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees decision-making in accordance with this Article shall be the same as the quorum for Trustee meetings as set out in Article 16.2.
- 20.5 The Chair, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:
- 20.5.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;
- 20.5.2 the nomination of a person to whom all Trustees' votes must be communicated;
- 20.5.3 if the requisite majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date on which the vote is cast to bring the number of Trustees voting in favour into the requisite majority; and
- 20.5.4 the nominated person must prepare a minute of the decision in accordance with Article 39.
- 20.6 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair of the decision-making process as determined under Article 20.5 shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

21. **Conflicts of interest**

***Declaration of interests***

- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

- 21.1.2 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.
- 21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

***Participation in decision-making***

- 21.3 If a Trustee'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 Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 21.4 If a Trustee'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:
- 21.4.1 the decision could result in the Trustee 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 4.2.8;
  - (b) payment under the indemnity set out at Article 6; and
  - (c) reimbursement of expenses in accordance with Article 4.2.6; or
- 21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;
- in which case he or she must comply with Article 21.5.
- 21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:
- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- 21.5.2 not be counted in the quorum for that part of the process; and
- 21.5.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Company***

- 21.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
- 21.6.1 the Trustee 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

- 21.6.2 the Trustee 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.

22. **Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept.

23. **Validity of Trustee actions**

All acts done by a person acting as a Trustee 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 Trustee.

24. **Trustee's discretion to make further rules**

Subject to the Articles, the Trustees may make any rule which they think fit about how they takes decisions, and about how such rules are to be recorded or communicated to Trustees.

**APPOINTMENT AND RETIREMENT OF TRUSTEES**

25. **Number of Trustees**

There shall be at least three Trustees.

26. **Appointment and retirement of Trustees**

***Appointment of Trustees***

- 26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees.

***Automatic retirement***

- 26.2 Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.

- 26.3 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Company are adopted.

***Maximum term***

- 26.4 A retiring Trustee can be reappointed by the Trustees, provided that no Trustee may serve for more than nine years in office in total. The Trustees may, on a case-by-case basis, resolve by 75% majority to waive this restriction due to exceptional circumstances to allow the particular Trustee in question who would otherwise have to retire, to continue to be eligible to serve a further term or terms.

***Minimum age***

- 26.5 No person may be appointed as a Trustee unless he or she has reached the age of 16 years.

***General***

- 26.6 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

**27. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if:

- 27.1 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;
- 27.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 27.3 the Trustees 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;
- 27.4 notification is received by the Company in writing 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 Trustees will remain in office when such resignation has taken effect);
- 27.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 27.6 at a meeting of the Trustees at which at least half of the Trustees 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 Trustees; or
- 27.7 he or she ceases to be a Member of the Company.

**HONORARY OFFICERS**

**28. Appointment and retirement of honorary officers**

- 28.1 The honorary officers of the Company shall be the Chair and the Deputy Chair.
- 28.2 The Chair and the Deputy Chair shall each be a Trustee.
- 28.3 Subject to Articles 28.4 to 28.7, the Trustees shall elect each of the Chair and the Deputy Chair at the Annual Retirement Meeting every third year.
- 28.4 Subject to Articles 28.5 to 28.7, the Chair shall hold office for three years following his or her election to office.
- 28.5 The Chair may resign his or her office with immediate effect if he or she sends a letter of resignation to the registered office. Upon receipt of such a letter, the Trustees shall convene a Trustee meeting for the purpose of electing a new Chair.
- 28.6 If the Chair ceases to be a Trustee pursuant to Article 27:
- (a) he or she shall immediately and automatically vacate the office of Chair; and
  - (b) the Trustees shall convene a Trustee meeting for the purpose of electing a new Chair.



- 28.7 If a new Chair is elected at a Trustee meeting that is convened pursuant to Articles 28.5 or 28.6, the new Chair shall hold office until the next Annual Retirement Meeting at which the office of Chair would be due for election.
- 28.8 No person (the “**Candidate**”) shall be elected or re-elected as Chair at any meeting of the Trustees unless, not less than 7 or more than 35 clear days before the date of meeting, a notice:
- (a) executed by a Trustee (who is not the Candidate) of his or her intention to propose the Candidate for election or re-election; and
  - (b) executed by the Candidate of his or her willingness to be elected or re-elected, has been given to the Trustees.
- 28.9 The provisions of Articles 28.4 to 28.8 shall also apply to the term of office, election, re-election, resignation or removal of the Deputy Chair.

## **PRESIDENT, VICE-PRESIDENTS AND PATRONS**

### **29. Appointment and retirement of President, Vice-Presidents and Patrons**

- 29.1 There may be a President and up to 10 Vice-Presidents of the Company. The President and Vice-President(s) need not be Members but should be persons who support, or are in sympathy with, the Company’s objects.

#### ***President***

- 29.2 The Trustees may make nominations for the office of President. The Trustees in a Trustee meeting shall elect the President.
- 29.3 The President shall hold office until the conclusion of the third Annual Retirement Meeting following his or her election to office.
- 29.4 A retiring President shall be eligible for re-election.

#### ***Vice Presidents***

- 29.5 The Trustees may appoint the Vice-Presidents. A Vice-President shall hold office until the conclusion of the third Annual Retirement Meeting following his or her appointment to office.
- 29.6 A Vice-President shall be eligible for re-appointment.

#### ***Patrons***

- 29.7 The Trustees may appoint any number of Patrons of the Company. A Patron need not be a Member but should be persons who support, or are in sympathy with, the Company’s objects.
- 29.8 A Patron shall hold office until the conclusion of the third Annual Retirement Meeting following his or her appointment to office.
- 29.9 A retiring Patron shall be eligible for re-appointment.

## **MEMBERS**

## **BECOMING AND CEASING TO BE A MEMBER**

### **30. The Trustees as Members**

- 30.1 The Trustees from time to time shall be the only Members of the Company.
- 30.2 A Trustee shall become a Member on becoming a Trustee. All new Trustees are treated as having agreed to become Members of the Company.
- 30.3 The names of the Members of the Company must be entered in the register of Members.

### **31. Termination of Membership**

- 31.1 A Member shall cease to be a Member if he or she ceases to be a Trustee.
- 31.2 Membership is not transferable and shall cease on death.

### **32. Associate Member rules**

- 32.1 From time to time, the Trustees may make amend, add to or repeal such rules for the regulation of the admission of Associate Members (including the admission of organisations to membership) and the rights and obligations of such Associate Members (including any entrance fees, subscriptions and other payments to be made by them).
- 32.2 Associate Members shall not be Members of the Company for any purpose of these Articles and their names shall not be entered on the register of Members.

## **DECISION-MAKING BY MEMBERS**

### **33. General meetings**

- 33.1 The Trustees may call a general meeting at any time.
- 33.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

## **WRITTEN RESOLUTIONS**

### **34. Written resolutions**

#### ***General***

- 34.1 Subject to this Article 34, a written resolution agreed by:
  - 34.1.1 Members representing a simple majority; or
  - 34.1.2 (in the case of a special resolution) Members representing not less than 75%; of the total voting rights of eligible Members shall be effective.
- 34.2 On a written resolution each Member shall have one vote.
- 34.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

- 34.4 A Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

***Circulation***

- 34.5 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.
- 34.6 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.
- 34.7 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.
- 34.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

***Signifying agreement***

- 34.9 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:
- 34.9.1 identifying the resolution to which it relates; and
- 34.9.2 indicating the Member's agreement to the resolution.
- 34.10 For the purposes of Article 34.9:
- 34.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 34.10.2 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.
- 34.11 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**

**35. Communications by the Company**

***Methods of communication***

- 35.1 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:
- 35.1.1 in Hard Copy Form;
- 35.1.2 in Electronic Form; or
- 35.1.3 by making it available on a website.
- 35.2 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 Trustees may decide what agreement (if any) is required from the recipient.
- 35.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

- 35.4 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.
- 35.5 Where any Document or information is sent or supplied by the Company to the Members:
- 35.5.1 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;
- 35.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 35.5.3 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.
- 35.6 Subject to the Companies Acts, a Trustee 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***

- 35.7 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:

- 35.7.1 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;
- 35.7.2 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
- 35.7.3 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***

- 35.8 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.
- 35.9 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.

## **36. Communications to the Company**

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

## **37. Secretary**

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

- 37.1 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
- 37.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

## **38. 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.

## **39. Minutes**

The Trustees must cause minutes to be made:

- 39.1 of all appointments of officers made by the Trustees;

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

39.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustee meetings signed or authenticated) by the Chair (or if the Chair is not present, the Deputy Chair) at which the proceedings were had, or by the Chair of the next succeeding meeting, shall, as against any Member or Trustee of the Company, be sufficient evidence of the proceedings.

**40. Records and accounts**

The Trustees 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:

40.1 annual reports;

40.2 annual returns or confirmation statements; and

40.3 annual statements of account.

**41. Exclusion of model articles**

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

**WINDING UP**

**42. Winding up**

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Company, but shall be given or transferred to any charity or charities having objects similar to the objects of the Company and if more than one, in such shares as shall be determined by the Members of the Company at or before the time of dissolution, or if no resolution is passed by the Members, the net assets of the Company shall be applied for such purposes regarded as charitable under the law of England and Wales as directed by the Charity Commission.

## Schedule 1 - Interpretation

### Defined terms

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

	<b>Term</b>	<b>Meaning</b>
1.1	<b>“Address”</b>	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	<b>“Annual Retirement Meeting”</b>	has the meaning given in Article 26.3;
1.3	<b>“Articles”</b>	the Company's articles of association;
1.4	<b>“Associate Members”</b>	has the meaning given in Article 32;
1.5	<b>“Chair”</b>	means the Trustee elected as Chair in accordance with Article 28;
1.6	<b>“Company”</b>	Institute of Contemporary Arts Limited;
1.7	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.8	<b>“Clear Days”</b>	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;
1.9	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.10	<b>“Connected”</b>	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none"><li>(a) Any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or</li><li>(b) The spouse or civil partner of any person in (a); or</li><li>(c) Any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</li><li>(d) Any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;</li></ul>
1.11	<b>“Document”</b>	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;

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|------|---|--|
| 1.12 | <b>“Deputy Chair”</b>                           | means the Trustee elected as Deputy Chair in accordance with the Article 28;   |
| 1.13 | <b>“Electronic Form” and “Electronic Means”</b> | have the meanings respectively given to them in Section 1168 of the Companies Act 2006;  |
| 1.14 | <b>“Financial Expert”</b>                       | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;   |
| 1.15 | <b>“Hard Copy” and “Hard Copy Form”</b>         | have the meanings respectively given to them in the Companies Act 2006;  |
| 1.16 | <b>“Member”</b>                                 | has the meaning given in Article 30;   |
| 1.17 | <b>“Patron”</b>                                 | has the meaning given in Article 29.7;   |
| 1.18 | <b>“President”</b>                              | has the meaning given in Article 29;   |
| 1.19 | <b>“Public Holiday”</b>                         | 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;       |
| 1.20 | <b>“Secretary”</b>                              | the secretary of the Company (if any);   |
| 1.21 | <b>“Temporary Chair”</b>                        | has the meaning given in Article 17.2;   |
| 1.22 | <b>“Trustee”</b>                                | a director of the Company, and includes any person occupying the position of director, by whatever name called;  |
| 1.23 | <b>“Vice Presidents”</b>                        | has the meaning given in Article 29; and   |
| 1.24 | <b>“Writing”</b>                                | 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.