

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Seven Dials Playhouse**

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As amended by special resolution passed on 27th October 2021

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COMPANIES HOUSE

## **The Companies Acts 1985 to 2006**

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

#### **Articles of Association of Seven Dials Playhouse**

#### **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.

2. The registered office of the Company will be situate in England.

#### **OBJECTS AND POWERS**

3. Objects and Powers

(a) The objects for which the Company is registered are to promote maintain improve and advance education particularly by the encouragement of the arts and by research lectures discussions and seminars vocational training and the provision of research facilities related to the Arts in general and inter alia the art of the theatre and by the production of educational plays.

(b) In furtherance of these objects but not further or otherwise the Company shall have the following powers:

i. To present, promote, produce, organise, manage, provide or conduct or procure to be presented, promoted, produced, organised, managed, provided or conducted such performances, plays, dramas, comedies, musical plays, operas, burlesques, films, broadcasts, puppet shows, ballets, choreography, concerts, music and other representations and performances in any medium, whether the stage or concert-hall or cinematograph or film or tape or cassette or gramophone recording or sound broadcasting or television or any other form of reproduction, mechanical or otherwise, and such exhibitions, lectures, displays, debates and courses of instruction produced in any form and by any medium, as the Company may think fit for the purpose of furthering its objects and to carry on cultural activities of all kinds.

ii. To procure to be prepared, printed, published, issued or distributed any programmes, books, booklets, pictures, slides, pamphlets, recordings and the like, and from time to time as the Company may think fit to fix, make and receive such fees or charges (including charges for advertisements) therefore, or for admission to or otherwise in respect of any performances, shows, exhibitions, lectures, displays, debates, courses of instruction or other matters referred to in the foregoing article 3(b)i. Provided always that any moneys so received by the Company

shall be used or applied by the Company for or towards its charitable objects (including charitable objects ancillary thereto).

- iii. In furtherance of the objects of the Company to enter into agreements with authors, poets, playwrights, dramatists, actors, dancers, composers, conductors, musicians, singers, producers, managers, designers, choreographers and script-writers, and to appoint, employ and dismiss such actors, dancers, musicians, singers, instructors, lecturers, theatrical staff, clerks, servants and other persons as the Company may deem necessary or desirable for its objects, and so that any such agreements, appointments and employments may be upon such terms and conditions as to remuneration and otherwise as to the Company may seem fit.
- iv. To purchase, acquire and obtain interests in the copyright of, or the right to perform or show in any manner (including by film radio and television) any play, mime, comedy, drama, revue, musical play, film, film scenario, stage piece or musical composition which can be used or adapted for any of the objects of the Company.
- v. To purchase or otherwise acquire plant, machinery, furniture, fixtures, fittings, scenery and all other effects of every description necessary or convenient or usually or normally used in connection with or for purpose of all or any of the objects of the Company.
- vi. To retain or employ professional or technical advisers or workers in connection with the objects of the Company, and to pay reasonable and proper fees for their services.
- vii. To establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any association, society or other body, corporate or unincorporate, established for charitable purposes only and having similar objects to those of the Company and for the purpose of promoting any objects of the Company, to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity.
- viii. To acquire, establish, provide, conduct and carry on residential and non-residential schools and to grant scholarships, bursaries, exhibitions and prizes and to provide for the holding of lectures, classes, conferences and exhibitions.
- ix. To purchase, take on lease or in exchange, hire or otherwise acquire, and to hold, sell, lease, let or otherwise dispose of any real or personal property (and in particular theatres and cinemas) and any rights or privileges which may be necessary or convenient for the promotion of the objects of the Company, and to construct, maintain and alter any buildings or erections necessary for the work of the Company.
- x. To establish, operate and to carry on at or in any theatre or other building in which the Company is presenting or sponsoring any performances or

functions, bars and refreshment rooms for the supply thereof of food, drink, and other refreshments, and cigarettes, cigars and tobaccos of any kind by way of sale and for the purposes aforesaid (but for no other purpose) to carry on business as caterers, victuallers (whether licensed or not) and restaurateurs and vendors of cigarettes, cigars and tobaccos, and to apply for and obtain and renew in the name of the Company or of any agent or servant authorised by the Company all or any necessary or proper licences for the purpose of such sales.

- xi. To sell, develop, let, mortgage, manage, lease, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.
- xii. To borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit, and whether by the creation and issue of debentures or debenture stock or otherwise.
- xiii. To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided and to delegate such investment to such appropriately qualified investment managers as the trustees may at their absolute discretion determine.
- xiv. To establish, promote, or assist any company or companies established for charitable purposes only all or any of which are similar to the objects of the Company for the purpose of acquiring for charitable purposes all or any of the property, rights and liabilities of the Company, or for the purpose of carrying on any activity which this Company is authorised to carry on or for any other charitable purpose directly or indirectly calculated to benefit this Company in the furtherance of its objects.
- xv. To make any charitable donation either in cash or assets which the Company may deem expedient for the furtherance of its objects. And to establish and support pension and superannuation schemes for the benefit of persons employed by the Company and to grant pensions or retiring allowances to persons who have been employed by the Company or to their dependants being in need.
- xvi. To purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the charitable associations, societies or bodies with which this Company is authorised to co-operate or federate or establish or assist.
- xvii. To accept and receive grants, subsidies, guarantees, gifts, donations, legacies, devises and subscriptions or property of any kind and money, but with regard to subscriptions, whether subject to or for any consideration or not, and with regard to any gift, donation, legacy, devise or subscription, whether the same is absolute or subject to any charitable trusts.

- xviii. To expend, pay or apply all or any property, capital money and income of the Company for or towards any of the objects of the Company.
- xix. To act if to the Company it seems desirable as a trustee of any money or other property held or to be held on charitable trusts for objects similar to the objects of the Company or any of them, and whether gratuitously or otherwise.
- xx. To do all such other things as are necessary or incidental to the attainment of the objects of the Company or any of them.
- xxi. To form and hold shares in subsidiary companies and to permit those companies to carry out such trading activities as the directors of those companies may at their absolute discretion think fit, subject to applicable law.
- xxii. To construct, alter and maintain any buildings, and (subject to the requirements of the Charities Act 1993) to sell, lease or otherwise dispose of property of any kind.

Provided that: -

In case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

#### 4. Limitation on Private Benefits

The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of this Company as set forth in the Articles of Association and no portion thereof shall be paid or transferred directly or indirectly as dividend bonus or otherwise howsoever by way of profit to the Members of the Company or used for any political purpose Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any Directors or other officers or servants of the Company or to any Member of the Company for services actually rendered nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let by any Member to the Company subject nevertheless to the condition that no Member shall be entitled to vote on a resolution concerning the appointment of him as a Director of the Company nor any resolution concerning the payment to him of remuneration for services rendered by him to the Company or the payment of interest to him on money lent by him to the Company or the payment of rent for premises demised or let by him to the Company.

#### 5. The liability of the Members is limited.

- 6. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the time that he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves

such amount as may be required not exceeding in the case of any Member the sum of £1.

7. If upon the winding up or dissolution of the Company there remains, after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other charitable society, institution or organisation having objects similar to those of the Company and which shall be established for charitable purposes only and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company by Clause 4 hereof such society, institution or organisation 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 the aforesaid provision then to some other charitable object.

### **Trustees**

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

8. 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.

9. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

10. Trustees may delegate

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

- 10.2 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.

- 10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

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

- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 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.
- 11. Committees
  - 11.1 In the case of delegation to committees:
    - 11.1.1 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);
    - 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
    - 11.1.3 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;
    - 11.1.4 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
    - 11.1.5 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.
  - 11.2 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.
- 12. Delegation of day to day management powers
  - 12.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:
    - 12.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
    - 12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
    - 12.1.3 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.

13. Delegation of investment management

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

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 every transaction is reported promptly to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

***DECISION-MAKING BY TRUSTEES***

14. Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
  - 15.2.1 all the Trustees agree; or
  - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
  - 15.4.1 the place, day and time of the meeting;
  - 15.4.2 the general nature of the business to be considered at such meeting; and
  - 15.4.3 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.
- 15.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.



- 16. Participation in Trustees' meetings
  - 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
    - 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
    - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
  - 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
  - 16.3 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.
- 17. Quorum for Trustees' meetings
  - 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
  - 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two.
  - 17.3 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.
- 18. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.
- 19. Casting vote
  - 19.1 In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
  - 19.2 But this 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.
- 20. Decisions without a meeting
  - 20.1 The Trustees may take a decision without a Trustees' meeting in accordance with this Article by a majority of Trustees indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. 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.

- 20.2 A decision which is made in accordance with Article 20 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:
- 20.2.1 approval from each a majority of Trustees 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;
  - 20.2.2 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 Article 20;
  - 20.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
  - 20.2.4 the Recipient must prepare a minute of the decision in accordance with Article 36.1.
21. Conflicts of interest
- 21.1 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 21.1.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 21.1.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 21.1.3 not be counted in the quorum for that part of the meeting; and
  - 21.1.4 be absent during the vote and have no vote on the matter.
22. Register of Trustees’ interests
- The Trustees must cause a register of Trustees’ interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.
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.

## ***APPOINTMENT AND RETIREMENT OF TRUSTEES***

### **24. Number of Trustees**

There shall be at least two Trustees.

### **25. Appointment of Trustees and retirement of Trustees by rotation**

25.1 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee by a decision of the Trustees at the Annual Retirement Meeting.

25.2 At any Trustees' meeting, other than the Annual Retirement Meeting, the board may by a decision of the Trustees co-opt a person to serve as a Trustee in which case such person shall serve as a Trustee until the next Annual Retirement Meeting, at which meeting such Trustee shall retire and may stand for appointment as a Trustee in accordance with Article 25.1.

25.3 Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office. The retirement takes effect at the conclusion of the meeting.

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

25.5 Retiring Trustees may be reappointed but:

25.5.1 subject to clause 25.5.2 a Trustee who has served office for three consecutive terms of office can only be reappointed after a 1 year break from office from the date of his or her retirement;

25.5.2 notwithstanding clause 25.5.1, a Trustee who has served office for three consecutive terms of office may be appointed for a consecutive fourth term subject in each case to the Chair's recommendation and agreement of at least 75% of all Trustees who are eligible to vote.

25.6 If the retirement of a Trustee under Article 25.5 causes the number of Trustees to fall below that set out in Article 24 then the retiring Trustee shall remain in office until a new appointment is made.

25.7 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

25.8 The length of terms of office of all Trustees who at the date of adoption of these Articles are already serving as Trustees shall be treated in accordance with transitional provisions to be decided by the Trustees. References to terms of office under these Articles shall refer to terms of office commencing after adoption of these Articles.

26. Termination of Trustee's appointment

A person ceases to be a Trustee as soon as:

- 26.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 26.2 that person is disqualified under the Charities Act 1993 from acting as a trustee of a Company;
- 26.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 26.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 26.5 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 26.6 notification is received by the Company from the Trustee that the Trustee 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);
- 26.7 the Trustee fails to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason; or
- 26.8 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 the Trustee 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 the option of the Trustee being removed, being heard by or of making written representations to the Trustees; or
- 26.9 he or she ceases to be a member of the Company.

**PATRONS**

27. Patrons

The Trustees 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***

28. Trustees as members

- 28.1 The Trustees from time to time shall be the only members of the Company.
- 28.2 A Trustee shall become a member on becoming a Trustee.
- 28.3 The names of the members of the Company must be entered in the register of members.
- 29. Termination of membership
  - 29.1 A member shall cease to be a member if he or she ceases to be a Trustee.
  - 29.2 Membership is not transferable and shall cease on death.
- 30. Associate members

The Trustees 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 Trustees 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***

- 31. Members' Meetings
  - 31.1 The Trustees may call a general meeting of the members at any time.
  - 31.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

#### ***WRITTEN RESOLUTIONS***

- 32. Written resolutions
  - 32.1 A written resolution of the Company passed in accordance with this Article 32 shall have effect as if passed by the Company in general meeting:
    - 32.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
    - 32.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
  - 32.2 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.
  - 32.3 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.

- 32.4 A copy of the written resolution must be sent to every eligible member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Companies Acts.
- 32.5 A member signifies their 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 identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 32.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.
- 32.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner specified by the Trustees or if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement or if it is from an email Address specified by the member to the Company for the purposes of receiving Documents or information by Electronic Means.
- 32.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 32.7 A proposed written resolution lapses if it is not passed within 56 days beginning with the Circulation Date.

### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

#### **33. Communications**

- 33.1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in Hard Copy Form, in Electronic Form or (in the case of communications by the Company) by making it available on a website, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if:
- 33.1.1 the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner; or
- 33.1.2 if the recipient is deemed to have so agreed in accordance with the Companies Acts;
- and has not revoked that agreement.
- 33.2 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 by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

- 33.3 A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 33.4 Where any Document or information is sent or supplied under the Articles:
- 33.4.1 Where the Document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 33.4.2 Where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
- 33.4.3 Where the Document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
- (a) the material is first made available on the website; or
  - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 33.5 A Trustee may agree with the Company that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
34. Secretary
- A Secretary may be appointed by the Trustees 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 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
- 34.2 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.
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 unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

36. Minutes

36.1 The Trustees must cause minutes to be made in books kept for the purpose:

36.1.1 of all appointments of officers made by the Trustees;

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

36.1.3 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 Trustees' 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 Trustee of the Company, be sufficient evidence of the proceedings.

36.2 Minutes made pursuant to Articles 36.1.2 and 36.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision.

36.3 Minutes made pursuant to Article 36.1.1 must be kept indefinitely.

37. Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 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 annual reports;

37.2 annual returns; and

37.3 annual statements of account.

38. Exclusion of model articles

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



## SCHEDULE - 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 number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	<b>“Annual Retirement Meeting”</b>	has the meaning given in Article 25.4;
1.3	<b>“Articles”</b>	the Company’s articles of association;
1.4	<b>“Chair”</b>	has the meaning given in Article 9;
1.5	<b>“Company”</b>	Seven Dials Playhouse, formerly known as The Actors Professional Centre Limited and registered with company number 01353824;
1.6	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	<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;
1.8	<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;
1.9	<b>“Conflict of Interest”</b>	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.10	<b>“Connected Person”</b>	any person falling within one of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or  (b) the spouse or civil partner of any person in (a); or

(c) any other person in a relationship with a Trustee 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 a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

where payment to that person might result in the Trustee obtaining benefit;

1.11 **“Document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form;

1.12 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

1.13 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

1.14 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;

1.15 **“Secretary”** the secretary of the Company (if any);

1.16 **“Subsidiary Company”** any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;

1.17 **“Trustee”** a director of the Company, and includes any person occupying the position of director, by whatever name called; 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.

2. Subject to clause 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 bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.