

Company number: 02856141

THE COMPANIES ACTS 1985 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
INTERNATIONAL DOCUMENTARY FESTIVAL SHEFFIELD LIMITED (the "Company")
WRITTEN SPECIAL RESOLUTION

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following resolution is passed as a special resolution:

That the draft Articles of Association attached hereto be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the Company's existing Articles of Association.

Circulation Date: 15th October 2018

AGREEMENT

The undersigned being the sole shareholder of the Company who would be entitled to attend and vote on the resolution above at a general meeting of the Company on the Circulation Date, hereby irrevocably agrees to the resolution.

Member:

The Sheffield Media and Exhibition Centre Limited a charity registered in England with company number 02444438 and charity number 1002020.

Signed by authorised signatory: P.B.m.b.

Peter Brooks

Date: 15th October 2018



The Companies Acts 1985 to 2006

Company Limited by Shares

Articles of Association

of

International Documentary Festival Sheffield Limited

Company No: 02856141



Bates Wells Braithwaite

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The Companies Acts 1985 to 2006

Company Limited by Shares

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The Companies Acts 1985 to 2006

Company Limited by Shares

Articles of Association of International Documentary Festival Sheffield

Company No: 02856141

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:

- 2.1.1** to promote, maintain, improve, and advance education, and training, in the art of documentary cinema, film, new and emerging technologies in the field of film and all other forms of artistic or creative work; and
- 2.1.2** to advance the arts and heritage with particular reference to documentary film and all related disciplines.

3. Powers

- 3.1** To further its objects the Company may both during the festival and all year, including nationally, internationally and on digital platforms:
 - 3.1.1** provide and assist in the provision of money, materials or other help;
 - 3.1.2** organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities both physical and digital/virtual;;
 - 3.1.3** publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium, both physical and digital including social media and digital platforms;
 - 3.1.4** promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 3.1.5** 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;

- 3.1.6 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.7 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;
- 3.1.8 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);
- 3.1.9 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);
- 3.1.10 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.11 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.12 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;
- 3.1.13 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;
- 3.1.14 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;
- 3.1.15 accept (or disclaim) gifts of money and any other property;
- 3.1.16 raise funds by way of subscription, donation or otherwise;
- 3.1.17 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;
- 3.1.18 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.19 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 and their spouses and dependants;
- 3.1.20 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;
- 3.1.21 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);
- 3.1.22 undertake and execute charitable trusts;

- 3.1.23 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company, including (without limitation) by creating permanent endowment;
- 3.1.24 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.25 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.26 pay out of the funds of the Company the costs of forming and registering the Company;
- 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.

Permitted benefits to member(s)

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This shall not prevent any payment in good faith by the Company of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Company;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company (including services performed by the member under a contract of employment with the Company), provided that if such member is a Director Articles 4.3, and 4.4 and 4.5 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Company;
 - 4.2.4 any reasonable and proper rent for premises let by any member to the Company; and
 - 4.2.5 any payments to a member who is also a Director which are permitted under Articles 4.3, or 4.4 or 4.5.

Permitted benefits to Directors and Connected persons

4.3 No Director may:

4.3.1 sell goods, services or any interest in land to the Company;

4.3.2 be employed by, or receive any remuneration from, the Company; or

4.3.3 receive any other financial benefit from the Company;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission. In this Article 4 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

4.4 A Director may receive the following benefits from the Company:

4.4.1 a Director or a person who is Connected with a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;

4.4.2 a Director or a person who is Connected with a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;

4.4.3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (excluding, in the case of a Director, the service of acting as Director and services performed under a contract of employment with the Company) provided that this provision and Article 4.5.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is Connected with that Director);

4.4.4 a Director or a person who is Connected with a Director may receive interest at a reasonable and proper rate on money lent to the Company;

4.4.5 a Director or a person who is Connected with a Director may receive reasonable and proper rent for premises let to the Company;

4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.28; and

4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 21 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

Subsidiary Companies

4.5 A Director may receive the following benefits from any Subsidiary Company:

4.5.1 a Director or a person who is Connected with a Director may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Company or of any Subsidiary Company;

- 4.5.2 a Director or a person who is Connected with a Director may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
- 4.5.3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Directors, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is Connected with that Director);
- 4.5.4 a Director or a person who is Connected with a Director may, with the prior approval of the Directors, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 4.5.5 a Director or a person who is Connected with a Director may, with the prior approval of the Directors, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Director or a person who is Connected with a Director may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Director may not take part in any decision of the Directors to approve a specific benefit to that Director or a person Connected to them under Articles 4.5.3, 4.5.4 or 4.5.5.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of member(s)

- 5.1 The liability of each member is limited to the amount, if any, unpaid on the shares held by it.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director 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.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. 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.

8. Chair and Vice Chair

8.1 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.

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

9. Directors may delegate

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

9.2 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.

9.3 Any delegation by the Directors 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 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.

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

9.6 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.

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 Directors 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 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;
- 10.1.4 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
- 10.1.5 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.
- 10.2 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.

11. Delegation of day to day management powers

- 11.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:
 - 11.1.1 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;
 - 11.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
 - 11.1.3 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.

12. Delegation of investment management

- 12.1 The Directors may delegate the management of investments to a Financial Expert or Financial Experts provided that:
 - 12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Directors;
 - 12.1.2 timely reports of all transactions are provided to the Directors;
 - 12.1.3 the performance of the investments is reviewed regularly with the Directors;
 - 12.1.4 the Directors are entitled to cancel the delegation arrangement at any time;
 - 12.1.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 12.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and

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

13. Power to change name of Company

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

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

13.1.2 majority decision of at least three-quarters of all the Directors taken following the procedure in Article 20.

DECISION-MAKING BY DIRECTORS

14. Directors to take decisions collectively

14.1 Subject to Article 13 any decision of the Directors must be either:

14.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 19); or

14.1.2 a unanimous decision taken in accordance with Article 20.

15. Calling a Directors' meeting

15.1 Three Directors may (and the Secretary, if any, must at the request of three Directors) call a Directors' meeting. Where there are only three Directors, then two may call a meeting and the Secretary must do so at their request.

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

15.2.1 all the Directors agree; or

15.2.2 urgent circumstances require shorter notice.

15.3 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.

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

15.5 Every notice calling a Directors' meeting must specify:

15.5.1 the place, day and time of the meeting;

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

15.5.3 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.

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

15.7 Article 48 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

16. Participation in Directors' meetings

16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' 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 (for example via telephone or video conferencing).

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

16.3 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.

17. Quorum for Directors' meetings

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

17.3 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;

17.3.1 to appoint further Directors; or

17.3.2 to call a general meeting so as to enable the member(s) to appoint further Directors.

18. Chairing of Directors' meetings

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

19. Casting vote

19.1 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.

19.2 Article 19.1 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.

20. **Unanimous decisions without a meeting**

- 20.1 A decision is taken in accordance with this Article when all 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. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote.
- 20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 20.3 A decision which is made in accordance with this 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:
- 20.3.1 approval from each Director must be received by one person being either such person as all 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;
- 20.3.2 following receipt of responses from all 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 20.3;
- 20.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 20.3.4 the Recipient must prepare a minute of the decision in accordance with Article 52 (Minutes).

21. **Conflicts of interest**

Declaration of interests

- 21.1 Unless Article 21.2 applies, a Director 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 Directors are, or ought reasonably to be, already aware.

Participation in decision-making

- 21.3 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.

- 21.4 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:
 - 21.4.1 may 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;
 - 21.4.2 shall not be counted in the quorum for that part of the process; and
 - 21.4.3 must withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 21.5 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:
 - 21.5.1 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
 - 21.5.2 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.

22. Register of Directors' interests

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

23. 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.

24. Director's discretion to make further rules

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

APPOINTMENT AND RETIREMENT OF DIRECTORS

25. Number of Directors

- 25.1 There shall be at least three Directors including subject to Articles 25.2 and Article 25.3, one Director nominated by Sheffield City Council.
- 25.2 The Directors shall have the power to veto the nomination to the board of Directors by Sheffield City Council on reasonable grounds.

- 25.3 Sheffield City Council may submit a nomination up to three times in any financial year of the Company, after which the Directors shall no longer be required to accept any nomination to its board from Sheffield City Council.

26. **Appointment of Directors and retirement of Directors by rotation**

- 26.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

Appointment of Directors

- 26.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Director:

26.2.1 by ordinary resolution; or

26.2.2 by a decision of the Directors.

Automatic retirement

- 26.3 After the Adoption Date, at every Annual Retirement Meeting one third, or the number nearest to one third of the Directors, being those who have been longest in office since their last appointment or reappointment, must retire from office. Where more than one third of the Directors have served for the same period of time since their last appointment or reappointment those Directors shall agree amongst themselves which Directors shall retire, or in the event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.

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

Maximum term

- 26.5 Retiring Directors may be reappointed but a Director who has served for three consecutive terms of office following the Adoption Date must take a break from office and may not be reappointed until the earlier of:

26.5.1 the anniversary of the commencement of his or her break from office; and

26.5.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.

- 26.6 If the retirement of a Director under Article 26.3 causes the number of Directors to fall below that set out in Article 25 then the retiring Director shall remain in office until a new appointment is made.

Minimum age

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

General

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

27. Disqualification and removal of Directors

- 27.1 A Director shall cease to hold office if:

27.1.1 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;

27.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

27.1.3 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;

27.1.4 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);

27.1.5 he or she fails to attend three consecutive meetings of the Directors without prior permission of the Directors and the Directors resolve that he or she be removed for this reason; or

27.1.6 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.

PATRONS

28. 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 member(s).

SHARES

29. Shares

29.1 Subject to the provisions of the Companies Acts and these Articles, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine. The Directors may not exercise any power to allot shares, grant rights to subscribe for or to convert any security into shares.

29.2 No share shall be transferred except with the consent of the Directors who may in their absolute discretion and without giving any reason decline to register any transfer of any share.

- 29.3 The Company shall not declare any dividends or make any other distributions on the shares or otherwise.

MEMBER(S)

BECOMING AND CEASING TO BE A MEMBER

30. Membership

- 30.1 The member(s) shall be the persons entered on the register of members of the Company.

- 30.2 The names of the member(s) of the Company must be entered in the register of members.

31. Termination of membership

- 31.1 In the case of the Company having only one member, if the sole member goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up the sole member's membership shall automatically cease, and the Directors shall after consultation (as far is practicable) with representatives of the former sole member admit any other person willing to become the member of the Company to membership.

- 31.2 Except as specified in Article 31.1, the Directors shall not have any power to admit new members of the Company.

ORGANISATION OF GENERAL MEETINGS

32. General meetings

Any two Directors may (and the Secretary (if any) must at the request of two Directors) call a general meeting at any time.

33. Length of notice

- 33.1 All general meetings must be called by either:

- 33.1.1 at least 14 Clear Days' notice; or

- 33.1.2 shorter notice if it is so agreed:

- (a) in the case of the Company having only one member, by the member; and
- (b) in all other cases, by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

34. Contents of notice

- 34.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

- 34.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 34.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a meeting of the Company.
35. **Service of notice**
- Notice of general meetings must be given to every member, to the Directors, to any patron(s) and to the auditors of the Company.
36. **Attendance and speaking at general meetings**
- 36.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 36.2 A person is able to exercise the right to vote at a general meeting when:
- 36.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 36.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 36.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 36.4 In determining attendance at a general meeting, it is immaterial whether any two or more member(s) attending it are in the same place as each other.
- 36.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
37. **Quorum for general meetings**
- 37.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 37.2 The quorum shall be:
- 37.2.1 in the case of the Company having only one member, one person present in person or by proxy and entitled to vote on the business to be transacted; or
- 37.2.2 in all other cases, two people present in person or by proxy and entitled to vote on the business to be transacted.
- 37.3 If a quorum is not present within half an hour from the time appointed for the meeting:
- 37.3.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and

37.3.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

38. Chairing general meetings

38.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors present shall preside as chair of every general meeting.

38.2 For the avoidance of doubt, a proxy holder who is not a Director shall not be entitled to be appointed chair of the meeting.

39. Attendance and speaking by patrons and non-members

39.1 Directors may attend and speak at general meetings, whether or not they are members.

39.2 Patrons may attend and speak at general meetings, whether or not they are members.

39.3 The chair of the meeting may permit other persons who are not members of the Company (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

40. Adjournment

40.1 The chair of the meeting:

40.1.1 may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment; and

40.1.2 must adjourn a general meeting if directed to do so by the meeting.

40.2 When adjourning a general meeting, the chair of the meeting must:

40.2.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

40.2.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

40.3 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it:

40.3.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

40.3.2 containing the same information which such notice is required to contain.

40.4 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

41. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

42. Votes

Votes on a show of hands

42.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

42.1.1 each member present in person; and

42.1.2 (subject to Article 46.1) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

Votes on a poll

42.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

42.2.1 every member present in person; and

42.2.2 every member present by proxy (subject to Article 46.1).

42.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

43. Errors and disputes

43.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

43.2 Any such objection must be referred to the chair of the meeting whose decision is final.

44. Poll votes

44.1 A poll on a resolution may be demanded:

44.1.1 in advance of the general meeting where it is to be put to the vote; or

44.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 44.2 A poll may be demanded by:
- 44.2.1 the chair of the meeting;
 - 44.2.2 the Directors;
 - 44.2.3 two or more persons having the right to vote on the resolution;
 - 44.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or
 - 44.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 44.3 A demand for a poll may be withdrawn if:
- 44.3.1 the poll has not yet been taken; and
 - 44.3.2 the chair of the meeting consents to the withdrawal.
- 44.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

45. **Content of Proxy Notices**

Power to appoint

- 45.1 A member is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

Manner of appointment

- 45.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
- 45.2.1 states the name and address of the member appointing the proxy;
 - 45.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 45.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 45.2.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.
- 45.3 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

- 45.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 45.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 45.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
46. **Delivery of Proxy Notices**
- 46.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.
- 46.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 46.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 46.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the appointer's behalf.

WRITTEN RESOLUTIONS

47. Written resolutions

General

- 47.1 Subject to this Article 47 a written resolution agreed by:
- 47.1.1 (in the case of the Company having one member) the member;
- 47.1.2 members representing a simple majority; or
- 47.1.3 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 47.2 On a written resolution each member shall have one vote.
- 47.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 47.4 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

- 47.5 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.
- 47.6 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.
- 47.7 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.
- 47.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

- 47.9 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:
- 47.9.1 identifying the resolution to which it relates; and
- 47.9.2 indicating the member's agreement to the resolution.
- 47.10 For the purposes of Article 47.9:
- 47.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 47.10.2 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.
- 47.11 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

48. Communications by the Company

Methods of communication

- 48.1 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:

- 48.1.1 in Hard Copy Form;
 - 48.1.2 in Electronic Form; or
 - 48.1.3 by making it available on a website.
- 48.2 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.
- 48.3 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

- 48.4 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.
- 48.5 Where any Document or information is sent or supplied by the Company to the members:
- 48.5.1 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;
 - 48.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 48.5.3 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.
- 48.6 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

- 48.7 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:

- 48.7.1 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;
- 48.7.2 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
- 48.7.3 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

- 48.8 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.
- 48.9 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.

49. Communications to the Company

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

50. Secretary

- 50.1 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:
- 50.1.1 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
- 50.1.2 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.

51. 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.

52. Minutes

52.1 The Directors must ensure minutes are made:

52.1.1 of all appointments of officers made by the Directors;

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

52.1.3 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.

53. Records and accounts

53.1 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:

53.1.1 annual reports;

53.1.2 annual statements of account; and

53.1.3 annual returns or confirmation statements.

54. Exclusion of model articles

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

WINDING UP

55. Winding up

55.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the Directors may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

55.1.1 directly for the objects of the Company; or

55.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Company; or

(b) for use for particular purposes that fall within the objects of the Company.

- 55.2 In no circumstances shall the net assets of the Company be paid to or distributed among the member(s) of the Company under this Article 55 (except to a member that is itself a Company which would qualify to benefit under this Article 55).
- 55.3 If no resolution is passed in accordance with Article 55.1 the net assets of the Company shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

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	“Adoption Date”	the date on which this version of the Company's Articles was adopted (as evidenced on the Company's online entry on the Register of Companies);
1.3	“Annual Retirement Meeting”	has the meaning given in Article 26.4;
1.4	“Articles”	the Company's articles of association;
1.5	“Chair”	has the meaning given in Article 8;
1.6	“Company”	International Documentary Festival Sheffield;
1.7	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.8	“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;
1.9	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.10	“Connected”	in relation to a Director means any person falling within any of the following categories: <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the</p>

		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;
1.11	“Document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.12	“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	“Proxy Notice”	has the meaning given in Article 45.2;
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);
1.18	“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;
1.19	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
1.20	“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 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.