

Company No: 3750674
Charity No : 1075032

THE COMPANIES ACT 1985 AND 1989



**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF**

The National Foundation for Youth Music

Incorporated on 8 April 1999

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**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF CHARITABLE COMPANY**

**Companies Acts 1985 and 1989
Company limited by guarantee and not having a share capital**

**MEMORANDUM OF ASSOCIATION OF
The National Foundation for Youth Music
(as amended by Special Resolution dated 8th July 2008)**

1. Name

The name of the Company is The National Foundation for Youth Music (**'the Charity'**)

2. Registered Office

The registered office of the Charity is to be in England and Wales

3 Objects

The object of the Charity is to advance the education of the public (especially young people) in the art and science of music (**'the Objects'**)

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4 1 to promote and further musical activities of all types and in all environments,
- 4 2 to promote the teaching and leadership of music,
- 4 3 to promote or carry out research,
- 4 4 to provide advice,
- 4 5 to publish or distribute information;
- 4 6 to co-operate with other bodies or persons,
- 4 7 to support, administer or set up other charities,
- 4 8 to raise funds (but not by means of carrying on a trade or business on a continuing

basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force),¹

- 4 9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by law and in particular the Charities Act 1993);
- 4 10 to acquire or hire property of any kind,
- 4 11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by law and in particular the Charities Act 1993),
- 4 12 to make grants or loans of money and to give guarantees,
- 4 13 to set aside funds for special purposes or as reserves against future expenditure;
- 4 14 to deposit or invest funds in any manner (but to invest only after having regard to the suitability of investments and the need for diversification),
- 4 15 to delegate the management of investments to an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986 (**'Financial Expert'**), on such terms as the trustees of the Charity (**'Trustees'**) think fit,
- 4.16 to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4 17 to delegate to committees of the Charity various functions including (but not limited to) the distribution of funds and formulation (for approval by the Trustees) of the Charity's policies and procedures,
- 4.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 19 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 4 20 to indemnify out of the assets of the Charity every Trustee, other officer or auditor of the Charity in respect of any liabilities properly incurred by him in defending

¹ As amended by Special Resolution dated 8 July 2008

any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity,

- 4.21 subject to clause 5, to employ paid or unpaid agents, staff or advisers,
- 4 22 to enter into contracts to provide services to or on behalf of other bodies or persons,
- 4 23 in addition to the power to invest in trading subsidiary companies (subject to the proviso in clause 4 14), to establish subsidiary companies with charitable objects, all or any of which are the same or similar to the Objects, to assist in carrying out all or any of the Objects,
- 4 24 to pay the costs of forming the Charity; and
- 4 25 to do anything else within the law which promotes or helps to promote the Objects.

5 **Benefits to Members and Trustees**

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:
 - (1) members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - (2) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - (3) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
 - (4) individual members who are not Trustees but who are also beneficiaries may receive charitable benefits in that capacity
- 5 2 A Trustee must not receive any payment of money or other benefit which may not be financial but has a monetary value (whether directly or indirectly) (**‘Material Benefit’**) from the Charity except
 - (1) as mentioned in clauses 4 19, 4 20, 5 1(b), 5 1(c) or 5 3.
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and

- (3) travel costs) actually incurred in running the Charity,
an indemnity in respect of any liabilities properly incurred in running the Charity ,
 - (4) payment to any company in which a Trustee has no more than a 1 (one) per cent shareholding,
 - (5) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commissioners for England and Wales (**‘the Commission’**) in advance).
- 5 3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if.
- (1) the goods or services are actually required by the Charity,
 - (2) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services and if the procedure in clause 5 4 is followed;
 - (3) no more than one half of the Trustees are subject to such a contract in any financial year
- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
- (1) declare an interest at or before discussion begins on the matter;
 - (2) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (3) not be counted in quorum for that part of the meeting;
 - (4) withdraw during the vote and have no vote on the matter
- 5 5 This clause may not be amended without the prior written consent of the Commission

6 Limited Liability

The liability of members is limited.

7 Guarantee

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8 Dissolution

8 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways.

- (1) by transfer to one or more other bodies or persons established for exclusively charitable purposes within, the same as or similar to the Objects,
- (2) directly for the Objects or charitable purposes within or similar to the Objects,
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

9 Interpretation

References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS SIGNATURES OF SUBSCRIBERS

Name Her Royal Highness
 The Duchess of Kent

Address Wren House
 Palace Green
 London W8 4PY

Name Geraldine Connor

Address The Gatehouse
 149 Commercial Road
 Skelmanthorpe
 Huddersfield
 West Yorkshire
 HD8 9DX

Name Edward Gregson

Address The Cobbles
 Donkey Lane
 Wilmslow
 Cheshire, SK9 1PX

Name Gavin Douglas Henderson

Address 24 Sale Place
 London
 W2 1PH

Name Richard John McNicol

Address Overdale
145 Park Road
Buxton
Derbyshire
SK17 6SW

Dated 15/3/99

Witness to the above signatures

Name Emma Cockell

Address 55 Lampard Grove
London
N16 6XA

Occupation Civil Servant

Companies Act 1985 and 1989
Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF
The National Foundation for Youth Music
(as adopted by Special Resolution dated 16th May 2000)

1. Interpretation

In these Articles:

1 1 'the Act' means the Companies Act 1985,

'the Acts' means the Act, the Charities Act 1993, the National Lottery Etc Act 1993 and the National Lottery Act 1998,

'AGM' means an annual general meeting of the Charity,

'these Articles' means these articles of association;

'Chairman' means the chairman of the Trustees,

'Charity' means the company governed by these Articles,

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993,

'clear day' means 24 hours from midnight following the relevant event,

'the Commission' means the Charity Commissioners for England and Wales;

'EGM' means an extraordinary general meeting of the Charity;

'member' and 'membership' refer to membership of the Charity,

'Memorandum' means the Charity's Memorandum of Association,

'month' means calendar month,

'Secretary' means the Secretary of the Charity,

'Trustee' means a director of the Charity and 'Trustees' means all of the Directors;

'year' means calendar year

1.2 Expressions defined in the Act have the same meaning

1.3 References to an Act of Parliament are to the Acts as amended or re-enacted from time to time and to any subordinate legislation made under them or any one of them.

2 Membership

2.1 The number of members with which the Company proposes to be registered is unlimited

2.2 The Charity must maintain a register of members

2.3 The members of the Charity are the Trustees from time to time

2.4 Membership is automatically terminated if the member concerned ceases, for whatever reason to be a Trustee.

2.5 Membership of the Charity is not transferable

3 General Meetings of the Members

3.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 21 clear days written notice specifying the business to be discussed.

3.2 There is a quorum at a general meeting if the number of members personally present is at least four.

3.3 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting if convened upon the requisition of the members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustees may determine

3.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting

3.5 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast on a show of hands unless a poll is (before or upon the declaration of the result of the show of hands) demanded by

(1) the Chairman, or

- (2) by at least two members present in person or by proxy

If a poll is demanded it shall be taken in such manner as the Chairman, acting reasonably directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the Chairman of the result of the poll shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour against such resolution

- 3.6 Except for the chairman of the meeting, who has a second or casting vote, every member present in person has one vote on each issue. On a poll, votes may be given personally or by proxy. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing and shall be in such form and deposited with the Company at such time and in such way as the Trustees shall reasonably direct. If the appointor is an organisation then the proxy shall be appointed under seal or under the hand of an officer or attorney duly authorised. A proxy must be a member
- 3.7 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 3.8 The Charity may, to the extent permitted by law, elect to dispense with holding an AGM in every year.
- 3.9 Any general meeting which is not an AGM is an EGM
- 3.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least four members

4 The Trustees

- 4.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 4.2 The Trustees when complete consists of at least four members
- 4.3 The Trustees in office on 1 January 2000 shall be deemed to have been appointed for a term expiring at the end of the first Trustees' meeting following the end of the third financial year of the Charity. One third (or the number nearest one third) of the Trustees in office on 1 January 2000 shall retire at the end of the first Trustees' meeting following the end of the first, second and third financial years of the Charity, the order for such retirement being determined by the alphabetical order of the Trustees' surnames. All such retiring Trustees shall be eligible for re-appointment in accordance with Article 4.4

4 4 The Trustees may appoint (or re-appoint as the case may be) a person who is willing to act as a Trustee, either to fill a vacancy or as an additional Trustee for such term not exceeding three years as the Trustees shall determine

4 5 A Trustee's term of office automatically terminates if he or she

- (1) is disqualified under the Charities Act 1993 from acting as a charity trustee,
- (2) is incapable, whether mentally or physically, of managing his or her own affairs,
- (3) is absent without consent from the Trustees from four consecutive meetings of the Trustees,
- (4) ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity),
- (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
- (6) is removed in accordance with section 303 of the Act.

4.6 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5 Proceedings of Trustees

5.1 The Trustees must hold at least four meetings each year

5.2 A quorum at a meeting of the Trustees is four Trustees.

5 3 A meeting of the Trustees may be held either in person or by suitable electronic or telephonic means agreed by the Trustees in which all participants may communicate with all the other participants

5 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

5 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

5 6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue

5 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

6 Powers of Trustees

The Trustees have the following powers in the administration of the Charity

6 1 to appoint (and remove) any suitable person (who may, but need not, be a member) to act as Secretary to the Charity in accordance with the Act,

6 2 to appoint a Chairman, Treasurer and other honorary officers from among their number,

6 3 to determine from time to time the terms and membership of the Charity's committees (which shall include but need not be limited to Trustees) and to delegate any of their functions to such committees, all proceedings of committees must be reported promptly to the Trustees, but any procedural defect of which the committee members are unaware shall not invalidate decisions taken by such committees),

6 4 to make rules and regulations consistent with the Memorandum, these Articles and the Acts to govern proceedings at general meetings, their meetings and meetings of committees,

6.5 to make rules consistent with the Memorandum, these Articles and the Acts to govern the administration of the Charity and the use of its seal (if any),

6.6 to establish procedures to assist the resolution of disputes within the Charity,

6.7 to exercise any powers of the Charity which are not reserved to a general meeting;

6 8 to confer on any individual other than a Trustee (with the consent of that individual) the honorary title of patron, president or vice president (or such other honorary title as the Trustees may determine) of the Charity.

7 Records and Accounts

7.1 The Trustees must comply with the requirements of the Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commissioners of

(1) annual reports,

- (2) annual returns,
 - (3) annual statements of account
- 7 2 The Trustees must keep proper records of
 - (1) all proceedings at general meetings,
 - (2) all proceedings at meetings of the Trustees,
 - (3) all reports of committees,
 - (4) all professional advice obtained
- 7 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 7 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

8 Notices

- 8.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 8.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 8 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - (2) two clear days after being sent by first class post to that address,
 - (3) three clear days after being sent by second class or overseas post to that address,
 - (4) on the date of publication of a newspaper containing the notice,
 - (5) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,

(6) as soon as the member acknowledges actual receipt

8 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

9 **Dissolution**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

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Address Wren House
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Name Geraldine Connor

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 149 Commercial Road
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Occupation Civil Servant