

**Companies Act 1985 and 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
of
MANCHESTER INTERNATIONAL FESTIVAL**

Incorporated on 22nd November 2004

Company Number: 5292793

Amended by Written Special Resolutions dated 17 July 2008 and 17 February 2011

PJL/MA1241-35

THURSDAY



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COMPANIES HOUSE

COMPANIES ACT 1985 and 1989

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

Articles of Association of MANCHESTER INTERNATIONAL FESTIVAL

Interpretation

1 In these articles

“the Act” means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company, “address” means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or a text message number in each case registered with the Company,

“the Company” means the company intended to be regulated by these articles,

“clear days” in relation to the period of a notice means a 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,

“the Commission means the Charity Commission for England and Wales,

“the City Council” means the Council of the City of Manchester of the Town Hall, Albert Square, Manchester M60 2LA,

“City Director” means a Director holding office pursuant to Article 32,

“the memorandum” means the memorandum of association of the Company,

“officers” includes the Directors and the secretary,

“the seal” means the common seal of the Company if it has one,

“secretary” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

“the Directors” means the directors of the Company The directors are charity trustees as defined by Section 97 of the Charities Act 1993 if appropriate,

“the United Kingdom” means Great Britain and Northern Ireland, and

words importing one gender shall include all genders, and the singular includes the plural and vice versa

Unless the context otherwise requires words or expressions contained in these articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Company

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

Members

2

- (1) The subscribers to the memorandum are the first members of the Company
- (2) The members of the Company shall be the City Council and the Directors for the time being with the exception of the City Directors
- (3) Membership is not transferrable to anyone else
- (4) The Directors must keep a register of names and addresses of the members

Classes of Membership

3

- (1) The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members
- (2) The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership
- (3) The rights attached to a class of membership may only be varied if
 - (a) three-quarters of the members of that class consent in writing to the variation, or
 - (b) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation
- (4) The provisions in these articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members

Termination of Membership

4

Membership is terminated if

- (1) the member dies or, if it is an organisation, ceases to exist,
- (2) the member resigns by written notice to the Company unless, after the resignation, there would be less than two members
- (3) any sum due from the member to the Company is not paid in full within six months of it falling due

- (4) the member is removed from membership by a resolution of the Directors that it is in the best interest of the Company that his or her membership is terminated A resolution to remove a member from membership may only be passed if
 - (a) the member has been given at least twenty-one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed,
 - (b) the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting
- (5) The member, if he/she is an individual, ceases to be a Director of the Company

General Meetings

- 5 A general meeting may be called at any time by the Directors
- 6 The Directors shall call a general meeting if required to do so by the members pursuant to Section 303 of the Companies Act 2006

Notice of General Meetings

7

- (1) The minimum period of notice required to hold a general meeting of the Company is fourteen (14) clear days
- (2) A general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having the right to attend and vote at the meeting who together hold not less than 90 per cent of the total voting rights
- (3) The notice must specify the date time and place of the meeting and the general nature of the business to be transacted The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006
- (4) The notice must be given to all the members and to the Directors and auditors

- 8 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company

Proceedings at general meetings

9

- (1) No business shall be transacted at any general meeting unless a quorum is present
- (2) A quorum is

- 3 members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting, or
- One half of the total membership at the time

whichever is the greater provided that there shall be no quorum unless the duly authorised representative of the City Council is present

- (3) The authorised representative of a member organisation shall be counted in the quorum

10

- (1) If
 - (a) a quorum is not present within half an hour from the time appointed for the meeting, or
 - (b) during a meeting a quorum ceases to be present,
 the meeting shall be adjourned to such time and place as the Directors shall determine
- (2) The Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting
- (3) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting

11

- (1) General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors
- (2) If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting
- (3) If there is only one Director present and willing to act, he or she shall chair the meeting
- (4) If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting

12

- (1) The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned

- (2) The person who is chairing the meeting must decide the date time and place at which the meeting is to be reconvened unless those details are specified in the resolution
- (3) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- (4) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting

13

- (1) Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded
 - (a) by the person chairing the meeting, or
 - (b) by at least two members present in person or by proxy having the right to vote at the meeting, or
 - (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
- (2)
 - (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded
 - (b) The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded
- (3)
 - (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting
 - (b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made
- (4)
 - (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll
 - (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- (5)

- (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately
- (b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs
- (c) The poll must be taken within thirty days after it has been demanded
- (d) If the poll is not taken immediately at least seven clear days, notice shall be given specifying the time and place at which the poll is to be taken
- (e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting

Content of Proxy Notices

13A

- (1) Any member is entitled to appoint another person as a proxy to exercise all or any of the member's rights to attend and to speak and vote at a general meeting of the Company
- (2) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - (a) States the name and address of the member appointing the proxy,
 - (b) Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - (c) Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - (d) Is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- (3) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (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
- (5) Unless a proxy notice indicates otherwise, it must be treated as
 - (a) 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
 - (b) 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

Delivery of Proxy Notices

13B

- (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
- (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
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf "

14 If there is an equality of votes, whether on a show of hands or on a poll the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have

Written resolutions

15

(1) A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that

- (a) a copy of the proposed resolution has been sent to every eligible member,
 - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution, and
 - (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date
- (2) A resolution in writing may comprise several copies to which one or more members have signified their agreement
- (3) In the case of a member that is an organisation, its authorised representative may signify its agreement "

Votes of members

16

- (1) Subject to Articles 3 and 14 and the next paragraph, every member, whether an individual or an organisation shall have one vote

- (2) No member shall be entitled to vote at any general meeting or at any adjourned meeting if he or she owes any money to the Company

17 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final

18

- (1) Any organisation that is a member of the Company may nominate any person to act as its representative at any meeting of the Company
- (2) The organisation must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The nominee may continue to represent the organisation until written notice to the contrary is received by the Company
- (3) Any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation

Directors

19

- (1) A Director must be a natural person aged 18 years or older
- (2) No-one may be appointed a Director if he or she would be disqualified from acting under the provisions of Article 37

20 The number of Directors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum

21 The first Directors shall be those persons notified to Companies House as the first directors of the Company

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

Powers of Directors

23

- (1) The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the memorandum, these articles or any special resolution
- (2) No alterations of the memorandum or these articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors

- (3) Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors

Retirement

- 24** Save for City Directors (to whom Articles 25 - 30 do not apply) all Directors shall retire in accordance with the provisions of Articles 25 – 30
- 25** At the annual general meeting following the passing of the Written Special Resolution on 18 July 2008 those Directors who have by that date served in office for three or more years shall retire ("Retiring Directors")
- 26** Retiring Directors will be eligible for re-election and those willing to serve for a further term of office shall at least five (5) days prior to the date of such annual general meeting confirm this in writing to the secretary also specifying in writing the further period which they are willing to serve, such period being either one, two or three years
- 27** A Retiring Director appointed to serve for a second term shall serve until its expiry and shall then retire from office
- 28** At each annual general meeting following that specified in Article 25 those Directors who have by the date of such subsequent annual general meeting served for an initial period of three years or more, shall retire, and provided they have not served a second term pursuant to Articles 26 and 27 they will be eligible for re-election in accordance with the provisions of Article 26 in the same manner as Retiring Directors
- 29** Subject to Article 30 no Director who has served two terms of office shall be eligible for re-election or appointment as a Director until a period of at least twelve (12) months has elapsed since the date of their last resignation or retirement
- 30** Notwithstanding Article 29 provided that a majority of at least three-quarters of those members present and voting at an Annual General Meeting approve a resolution to that effect a Director may be appointed to serve for a third term in office the length of which term may be up to a maximum of three years as determined by the members at such annual general meeting
- 30A** With effect from 1 January 2011, a reference to an Annual General Meeting in Articles 26 to 30 above inclusive shall be treated as a reference to the first meeting of the Directors in the calendar year rather than the Annual General Meeting, so that with effect from that date retirements of Directors shall take place in accordance with these Articles at the first meeting of the Directors in each calendar year rather than at the Annual General Meeting
- 30B** With effect from 1 January 2011 references to the members in Article 30 shall be treated as references to the Directors

The Appointment of Directors

- 31** The Company may by ordinary resolution appoint a person who is willing to act to be a Director
- 32** The City Council may from time to time by notice in writing appoint any person or persons to be a Director but so that no more than two (2) persons shall at any time hold office by virtue of an appointment by the City Council under this Article. Each City Director shall hold office subject to this Article 32 and Article 33. Any officer or member of the City Council named as a first Director in the statement delivered to the Registrar of Companies with the Memorandum of Association of the Company shall be deemed to have been appointed pursuant to this Article 32 and shall be a City Director. A City Director may at any time be removed from office by notice in writing by the City Council
- 33** Any appointment or removal of a City Director pursuant to Article 32 shall be by notice in writing signed by an authorised representative of the City Council and having effect immediately upon delivery to the registered office of the Company
- 34** All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Director
- 35** The Directors may appoint a person who is willing to act to be a Director,
- 36** The appointment of a Director, whether by the Company in general meeting or by the other Directors, must not cause the number of Directors to exceed any number fixed as the maximum number of Directors

Disqualification and Removal of Directors

37

A Director shall cease to hold office if he or she

- (1) ceases to be a Director by virtue of any provision in the Act or is prohibited by law from being a director,
- (2) is qualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1883 (or any statutory re-enactment or modification of that provision),
- (3) ceases to be a member of the Company or in the case of a City Director is removed by the City Council pursuant to Articles 32 and 33,
- (4) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,
- (5) resigns as a Director by notice to the Company (but only if at least two Directors will remain in office when the notice of resignation is to take effect), or

- (6) is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that his or her office be vacated

Director's Remuneration

38

The Directors must not be paid any remuneration unless it is authorised by clause 5 of the Memorandum

Proceedings of Directors

39

- (1) The Directors may regulate their proceedings as they think fit, subject to the provisions of the articles
- (2) Any Director may call a meeting of the Directors
- (3) The secretary must call a meeting of the Directors if requested to do so by a Director
- (4) Questions arising at a meeting shall be decided by a majority of votes
- (5) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote

40

- (1) No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made
- (2) The quorum shall be three (3) or the number nearest to one-half of the total number of Directors, whichever is the greater, or such larger number as may be decided from time to time by the Directors. There shall be no quorum present unless a City Director is present but this shall not apply where both of the City Directors must absent themselves from the meeting under either Article 45 or 45A "
- (3) A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote

41 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting

42

- (1) The Directors shall appoint a Director to chair their meeting and may at any time revoke such appointment
- (2) If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time

appointed for the meeting, the Directors present may appoint one of their number to chair that meeting

- (3) The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by these articles or delegated to him or her by the Directors

43

- (1) A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held
- (2) The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Directors

Delegation

44

- (1) The Directors may delegate any of their powers or functions to a committee of two or more Directors but the terms of any delegation must be recorded in the minute book
- (2) The Directors may impose conditions when delegating, including the conditions that
 - The relevant powers are to be exercised exclusively by the committee to whom they delegate,
 - No expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors
- (3) The Directors may revoke or alter a delegation
- (4) All acts and proceedings of any committees must be fully and promptly reported to the Directors

- 45** A Director 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. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest)

Conflicts of Interests

45A

- (1) If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other

provision in the Articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply

- (a) the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
- (b) the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting, and
- (c) the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying

- (2) In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Director or to a connected person

46

- (1) Subject to Article 46(2), all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director

- Who was disqualified from holding office,
- Who had previously retired or who had been obliged by the constitution to vacate office,
- Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise,

If without

- The vote of that Director, and
- That Director being counted in the quorum,

The decision has been made by a majority of the Directors at a quorate meeting

- (2) Article 46(1) does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for Article 46(1), the resolution would have been void, or if the Director has not complied with Article 45

Seal

47

If the Company has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so

determined it shall be signed by a Director and by the secretary or by a second Director

Minutes

48

The Directors must keep minutes of all

- (1) appointments of officers made by the Directors,
- (2) proceedings at meetings of the Company,
- (3) meeting of the Directors and committees of
 - the names of the Directors present at the meeting,
 - the decisions made at the meetings, and
 - where appropriate the reasons for the decisions

Accounts

49

- (1) The Directors must prepare for each financial year accounts as required by the Act
The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice
- (2) The Directors must keep accounting records as required by the Act

Annual Report and Return and Register of Charities.

50

- (1) The Directors must comply with the requirements of the Charities Act 1993 as appropriate with regard to
 - (a) the transmission of the statements of account to the Company,
 - (b) the preparation of an annual report and its transmission to the Commission,
 - (c) the preparation of an annual return and its transmission to the Commission
- (2) The Directors must notify the Commission promptly of any changes to the Company's entry on the Central Register of Charities

51 Any notice given to or by any person pursuant to the articles

- (1) Must be in writing, or
- (2) Must be given using electronic communications

52

- (1) The Company may give any notice to a member either
 - (a) personally, or
 - (b) by sending it by post in a prepaid envelope addressed to the member at his or her address, or
 - (c) by leaving it at the address of the member, or
 - (d) by giving it using electronic communications to the member's address
- (2) A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company

53 A member present in person at any meeting of the Company shall be deemed to have received notice of the meetings and of the purposes for which it was called

54

- (1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given
- (2) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given
- (3) A notice shall be deemed to be given
 - (a) 48 hours after the envelope containing it was posted, or
 - (b) In the case of an electronic communication, 48 hours after it was sent

Indemnity

55

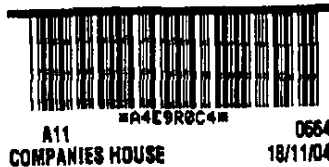
The Company indemnifies every Director or other officer or auditor of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the Director or in which the Director is acquitted or in connection with any application in which relief is granted to the Director by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

Rules

56

- (1) The Directors may from time to time make such reasonable and proper rules or bylaws as they may deem necessary or expedient for the proper conduct and management of the Company
- (2) The bylaws may regulate the following matters but are not restricted to them
 - (a) the admission of members of the Company (including the admission of organisation to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members,
 - (b) the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers,
 - (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,
 - (d) the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Act or by these Articles,
 - (e) generally, all such matters as are commonly the subject matter of company rules
- (3) the Company in general meeting has the power to alter, add to or repeal the rules or bylaws
- (4) The Director must adopt such means as they think sufficient to bring the rules and bylaws to the notice of members of the Company

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THE COMPANIES ACTS 1985 - 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
of MANCHESTER INTERNATIONAL FESTIVAL



- 1 The company's name is Manchester International Festival and in this document it is called the Company
- 2 The Company's registered office is to be situated in England
- 3 The Company's objects (the Objects) are to promote, maintain improve, develop and advance public education by the encouragement of the arts including (but not limited to) music, opera, dance, singing, dancing, literature and the visual arts and in particular (but without prejudice to the generality of the foregoing) the holding of festivals of culture, ideas and creativity
- 4 In addition to any other powers it may have, the Company has the following powers in order to further the Objects (but not for any other purpose)
 - 4 1 To present, promote, organise, provide, manage and produce such festivals, concerts, plays, comedies, operas, operettas, dance, recitals, pantomimes, burlesques, films, publications, radio broadcasts and television performances, lectures, demonstration, conferences, meetings, exhibitions, musical, dramatic and other artistic entertainments, performances and exhibitions as are necessary for the promotion, maintenance, improvement and advancement of education or for the encouragement of the arts,
 - 4 2 To employ or authorise or contract with other persons, organisations, films or companies to present, promote, organise, manage, produce, conduct or represent such musical, operatic, dramatic, dance or other artistic performances as aforesaid and to pay reasonable and proper fees for their services,
 - 4 3 To purchase, acquire and obtain any rights, concessions, licences, copyrights, exclusive of other rights of performance or showing, monopolies and other interests in or relating to any musical composition, opera, ballet, play, mime, comedy, drama, film, film scenario, stage piece, recording, or other artistic production,



- 4 4 To arrange and provide for publicity for any activities undertaken by the Company in pursuance of its Objects in the press, on television or radio or by other means of broadcasting or in pamphlets or other literature or through any other sources of publicity,
- 4 5 To undertake and execute any charitable trusts and commissions which may lawfully be undertaken by the Company and may be conducive to the Objects,
- 4 6 Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit and whether by creation and issue of debentures or denture stock or otherwise,
- 4 7 To invest the monies 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 as hereinafter provided;
- 4 8 To take any gift of property, whether subject to any trust or not, in connection with any one or more Objects of the Company,
- 4 9 To issue appeals, hold public meetings, apply to commercial organisations, charities, local or central government and any other person or body corporate or unincorporated and to take such other steps as may be required for the purpose of procuring contributions in the shape of donations, subscriptions or otherwise of use in furtherance of the Company's Objects;
- 4.10 To raise funds In doing so, the Company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations,
- 4 11 To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use,
- 4 12 To sell, lease or otherwise dispose of all or any part of the property belonging to the Company In exercising this power, the Company must comply as appropriate with sections 36 and 37 of the Charities Act 1993,
- 4 13 To borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed The Company must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
- 4 14 To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

- 4.15 To establish or support any charitable trusts, associations or institutions companies, undertaking, perform or body of persons formed for any of the charitable purposes included in the Objects,
- 4.16 To acquire, merge with or to enter into any partnership or joint venture arrangement with any other company or charity formed for any of the Objects,
- 4.17 To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 4.18 To employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- 4.19 to:
- (i) deposit or invest fund,
 - (ii) employ a professional fund-manager, and
 - (iii) arrange for the investments or other property of the Company to be held in the name of a nominee
 - (iv) in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,
- 4.20 to provide indemnity insurance for the Directors or any other officer of the Company in relation to any such liability as is mentioned in sub clause 4.21(2), but subject to the restrictions specified in sub clause 4.21(3),
- 4.21 to pay out of the funds of the Company the cost of forming and registering the Company both as a company and as a charity;
- (1) to do all such other lawful things as are necessary for the achievement of the Objects,
- (2) The liabilities referred to in sub-clause 4.20 are.
- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Company'
 - (b) the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading)

- (3) (a) The following liabilities are excluded from sub-clause 2(a)
- (i) fines,
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer,
 - (iii) liabilities to the Company that result from conduct that the Director or other officer knew or must be assumed to have known as not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not,
- (b) There is excluded from sub-clause 4 21(2)(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.
- 5 (1) The income and property of the Company shall be applied solely towards the promotion of the Objects
- (2) (a) A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company
- (b) Subject to the restrictions in sub-clauses 4.21(2) and 4 21(3), a Director may benefit from trustee indemnity insurance cover purchased at the Company's expense
- (3) None of the income or 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 does not prevent a member who is not also a Director receiving
- a benefit from the Company in the capacity of a beneficiary of the Company;
- reasonable and proper remuneration for any goods or services supplied to the Company
- (4) No Director may
- (a) buy any goods or services from the Company,
 - (c) sell goods, services, or any interest in land to the Company;

(d) receive any other financial benefit from the Company

unless:

- (i) the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause, or
- (ii) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes

(5) (a) A Director may receive a benefit from the Company in the capacity of a beneficiary of the Company

- (b) A Director may be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Director.
- (c) A Director may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors
- (d) A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company
- (e) A Director may receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper

(6) (a) The Company and its Directors may only rely upon the authority provided by sub-clause 5(5) if each of the following conditions is satisfied

- (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances
- (ii) The Director is absent from the part of any meeting at which there is discussion of.
 - His or her employment or remuneration, or any matter concerning the contract, or
 - His or her performance in the employment, or his or her performance of the contract, or

- Any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5), or
- Any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5)
 - (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting
 - (iv) The other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against that disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest)
 - (v) The reason for their decision is recorded by the Directors in the minute book
 - (vi) A majority of the Directors then in office have received no such payments
- (b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is
 - (i) a partner,
 - (ii) an employee,
 - (iii) a consultant,
 - (iv) a director, or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

(7) in sub-clauses (2) – (6) of this clause 5:

(a) "Company" shall include any company in which the Company

- holds more than 50% of the shares, or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the Board of the company

(b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. The liability of the members is limited.

7 Every member promises, if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8 (1) The members of the Company may at any time before, and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways

- (a) directly for the Objects; or
- (b) by transfer to any Company or charities for purposes similar to the Objects, or
- (c) to any Company for use for particular purposes that all within the Objects,

(2) Subject to any such resolution of the members of the Company, the Directors of the Company may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred

- (a) directly for the Objects; or


- (b) by transfer to any company, charity or charities for purposes similar to the Objects, or
 - (c) to any company, charity or charities for use for particular purposes that fall within the Objects
- (3) In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company (except to a member that is itself a Company) and if no such resolution is passed by the members or the Directors the net assets of the 'Company shall be applied for charitable purposes as directed by the court or the Commission

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association

Signatures, Names and Addresses of Subscribers

BRENDA LOUISE SMITH
Squirrel Oak
Squirrels Jump
Alderley Edge
Cheshire
SK9 7DR

Signature


BRENDA LOUISE SMITH

Witness to the above Signature

Signature

Name MIKE SKIPPER

Address NORTHERN BALLET THEATRE COMPANY
WEST PARK CENTRE, SPEN LANE, LEEDS, LS16 5BE

Occupation CHIEF EXECUTIVE

MICHAEL OGLESBY
Moss Farm
South Downs Road
Bowdon
Cheshire
WA14 3DR

Signed


MICHAEL OGLESBY

Witness to the above Signature

Signature

Name ELIZABETH WILSON

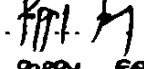
Address 38 HAWKSTONE AVE, WHITEFORD

Occupation PERSONAL ASSISTANT

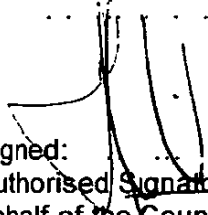
HOWARD KINGSLEY RAYNOR
143 Buxton Road
Hazel Grove
Stockport
cheshire
SK7 6AN

Signed 
HOWARD KINGSLEY RAYNOR

Witness to the above Signature

Signature .. 
Name .. POPPY FAY
Address THE BRIDGEMASTER HALL, LOWER MOSELY STREET
Occupation ADMINISTRATOR

The Council of the City of Manchester
Town Hall
Albert Square
Manchester
M60 2LA

Signed: 
Authorized Signatory for and on
behalf of the Council of the City
of Manchester

Witness to the above Signature

Signature .. M. McGuinness
Name .. MARYLYN MCGUINNESS
Address: .. 68 HALF EDGE LANE, ECCLES, MANCHESTER
Occupation .. ASSISTANT TO CHIEF EXECUTIVE, M.C.C.

Dated the 28th day of OCTOBER 2004