

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE**

Company Number **10884407**

The Registrar of Companies for England and Wales, hereby certifies that

CLASS ACT PRODUCTIONS LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **26th July 2017**



* N10884407J *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **25/07/2017**

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<i>Company Name in full:</i>	CLASS ACT PRODUCTIONS LTD
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	127 CLEETHORPE ROAD GRIMSBY UNITED KINGDOM DN31 3EW
<i>Sic Codes:</i>	96090

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **ROBERT ALAN**

Surname: **BISHOP**

Service Address: **78 LOUTH ROAD HOLTON LE CLAY
GRIMSBY
UNITED KINGDOM DN36 5AB**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/06/1987** *Nationality:* **BRITISH**

Occupation: **DEPUTY
MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **SIMON**

Surname: **HEWSON**

Service Address: **11 COLLEGE AVENUE**
SCARTHO
UNITED KINGDOM DN33 2JJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **/10/1964 *Nationality:* **BRITISH**

Occupation: **RECRUITMENT
MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**

Full Forename(s): **AMANDA**

Surname: JACKSON

Service Address: **11, COLLEGE AVENUE
SCARTHO
UNITED KINGDOM DN33 2JJ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **/06/1960 *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**

Full Forename(s): **AMANDA JANE**

Surname: **PEARCE**

Service Address: **12, ELIZABETH CLOSE**
GRIMSBY
UNITED KINGDOM DN33 3HS

Country/State Usually **UNITED KINGDOM**
Resident:

Date of Birth: ****/09/1966** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type: **Person**

Full Forename(s): **JOY**

Surname: **ROBERTS**

Service Address: **15, SALISBURY DIVE**
WALTHAM
UNITED KINGDOM DN37 0BY

Country/State Usually **UNITED KINGDOM**
Resident:

Date of Birth: ****/09/1952** *Nationality:* **BRITISH**

Occupation: **SALES**
ASSISTANT

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **AMANDA JACKSON**

Address **11, COLLEGE AVENUE
SCARTH
UNITED KINGDOM
DN33 2JJ**

Amount Guaranteed **GBP 1**

Name: **ROBERT ALAN BISHOP**

Address **78 LOUTH ROAD HOLTON LE CLAY
GRIMSBY
UNITED KINGDOM
DN36 5AB**

Amount Guaranteed **GBP 1**

Name: **AMANDA JANE PEARCE**

Address **12, ELIZABETH CLOSE
GRIMSBY
UNITED KINGDOM
DN33 3HS**

Amount Guaranteed **GBP 1**

Name: **SIMON HEWSON**

Address **11 COLLEGE AVENUE
SCARTH
UNITED KINGDOM
DN33 2JJ**

Amount Guaranteed **GBP 1**

Name: **JOY ROBERTS**

Address **15, SALISBURY DIVE
WALTHAM
UNITED KINGDOM
DN37 0BY**

Amount Guaranteed **GBP 1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

THE COMPANIES ACT 2006
PRIVATE COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

Class Act Productions Ltd

Each subscriber to this memorandum of association wishes to form a Company under the Companies Act 2006 and agrees to become a member of the Company.

Subscriber : Robert Alan Bishop

Subscriber : Simon Hewson

Subscriber : Amanda Jackson

Subscriber : Amanda Jane Pearce

Subscriber : Joy Roberts

Dated:- 25th July 2017

CLASS ACT PRODUCTIONS

Articles of Association

1. The name of the Company

The name of the company shall be Class Act Productions

2. Aims & Objectives

(a) The objects of the Company are the advancement and development of the arts for community benefit, in particular through—

- i. maintaining and managing a theatre for local community use and for touring educational and performing artists to hire;
- ii. Training young people and adults in Drama, speech, self-discipline, social interaction, teamwork, individual performance techniques and to perform to a professional standard, whether or not they wish to pursue a career in the arts.
- iii. Further instruction in periphery supports such as set building, design, lighting costumes, make up, special effects and sound operation.
- iv. The company shall present plays, shows and other entertainments.

(b) The Company has the power to do anything which is incidental or conducive to the furtherance of its objects, including—

- i. To seek and apply for funds, and to receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them, and to hold funds in trust for same;
- ii. To borrow or raise or secure the payment of any money for the purposes of or in connection with the Company's objects and to mortgage or charge any part of the Company's property as security for borrowed money.

3. NOT-FOR-PROFIT STATUS

(a) The income and property of the Company shall be applied solely towards the promotion of its objects set out in these articles of association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to the members of the Company, provided that nothing shall prevent any payment in good faith by the Company—

- i. as repayment of reasonable out-of-pocket expenses incurred by any Director whilst acting on behalf of the Company;
- ii. of interest on money lent by any Director of the Company at a rate per annum not exceeding 2 per cent above the base lending rate of the Company's bankers for the time being;
- iii. of reasonable and proper rent for premises demised or let by any Director of the Company;
- iv. of reasonable and proper remuneration to any Director of the Company for services actually rendered to the Company, on a contract of employment or otherwise, or to any organisation with which a Director may be associated for services rendered to the Company.

(b) If the Company is dissolved, any assets remaining after the satisfaction of its debts and liabilities shall not be distributed amongst the members but must be applied in one or both of the following ways, as may be decided by the members at or before the time of dissolution—

- i. by transfer to one or more not-profit-distributing institutions with objects similar to or compatible with those of the Company;
- ii. as a donation for charitable purposes.

PART 2: LIMITATION OF LIABILITY

4. LIMIT OF MEMBERS' LIABILITY

- (a) The liability of the members is limited.
- (b) Every member guarantees, if the Company is dissolved while he or she is a member or within one year afterwards, to pay up to one pound sterling (£1) towards the costs of dissolution and the liabilities incurred by the Company while the guarantor was a member.

PART 3: MEMBERS & AFFILIATES

5. MEMBERS

Members of the Company

Everyone appointed as a Director of the Company shall be admitted as a member; and only persons appointed as Directors shall be voting members of the Company.

Cessation of membership

- (a) A member shall cease to be a member immediately that she or he ceases to be a Director of the Company for any reason.
- (b) The rights and privileges of a member cannot be transferred to anyone else.

6. APPOINTMENT OF DIRECTORS:

The Directors may appoint new Directors whenever they think fit.

People who may not serve as Directors:

Under no circumstances shall any of the following serve as Directors—

- (a) a person aged under 16 years;
- (b) a person who is an undischarged bankrupt, or has made any arrangement with his or her creditors generally, or is otherwise disqualified by law from serving as a company director.

7. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a Director shall be immediately vacated if he or she—

- (a) resigns in writing to the Company; or
- (b) is removed by majority vote of the Directors for conduct prejudicial to the Company; or
- (c) becomes bankrupt or makes any arrangement with his or her creditors generally; or
- (d) is otherwise disqualified by law from serving as a director of a company.

8. DIRECTORS' POWERS AND DUTIES

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.

9. DIRECTORS' DUTIES

A Director of the Company has by law to comply with the sections 171–177 of the Act, to—

- i. act within their powers;
- ii. promote the success of the Company;
- iii. exercise independent judgement, exercise reasonable care, skill and diligence;
- iv. not accept benefits from third parties;
- v. avoid conflicts of interest,
- vi. declare an interest in a proposed transaction or arrangement to which they are associated in any way.

10. Directors' authority to delegate functions

(a) Subject to the articles, the Directors may delegate any of their functions to any person they think fit and suitably qualified to represent them.

(b) Any delegation under paragraph (a) may authorise further delegation of the Directors' functions by any person to whom they are delegated.

11. Committees of Directors

(a) Three or more Directors are a “committee” if the Directors have—

- i. delegated any of the Directors' functions to them; and
- ii. indicated that they should act together in relation to that function.

(b) The provisions of the Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees.

12. DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

The general rule about decision-making by Directors is that any decision of the Directors must be either

- (a) a majority decision taken at a meeting or
- (b) a unanimous decision.

Single Director

If ever the Company should only have one Director, the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the articles relating to Directors' decision-making.

Unanimous decisions

A decision of the Directors may be taken without a meeting or discussion if all the Directors indicate to each other, by any means, that they share a common view on a matter.

13. CALLING A DIRECTORS' MEETING

(a) A meeting of the Directors shall be summoned at the request of a Director by giving reasonable notice of the meeting to the Directors.

(b) Notice of any Directors' meeting must indicate—

- i. its proposed date and time;
- ii. where it is to take place; and
- iii. 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.

(c) Notice of a Directors' meeting must be given to each Director, but need not be in writing.

14. PARTICIPATION IN DIRECTORS' MEETINGS

(a) Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
i. the meeting has been called and takes place in accordance with the articles, and

ii. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

(c) 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.

15. QUORUM FOR DIRECTORS' MEETINGS

(a) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(b) Unless and until otherwise decided by the Directors, the quorum for Directors' meetings shall be two Directors.

16. CHAIRING OF DIRECTORS' MEETINGS

At each of their meetings the Directors present shall choose one of their number to be Chair of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

17. VOTING AT DIRECTORS' MEETINGS

All questions shall be decided by a majority of votes of the Directors participating in the meeting. In the case of an equality of votes the Chair of the meeting shall not have a second or casting vote and the resolution shall be lost.

18. CONFLICTS OF INTEREST

(a) Directors must avoid situations in which they have, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).

(b) Where a Director of a Company is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of the interest to the other Directors in writing or at a Directors' meeting.

19. DIRECTORS' 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.

Notice of a Directors' meeting must be given to each Director, but need not be in writing.

20. PARTICIPATION IN DIRECTORS' MEETINGS

(a) Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
i. the meeting has been called and takes place in accordance with the articles, and

ii. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

(c) 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.

21. QUORUM FOR DIRECTORS' MEETINGS

(a) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(b) Unless and until otherwise decided by the Directors, the quorum for Directors' meetings shall be three Directors.

22. CHAIRING OF DIRECTORS' MEETINGS

At each of their meetings the Directors present shall choose one of their number to be Chair of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

23. VOTING AT DIRECTORS' MEETINGS

All questions shall be decided by a majority of votes of the Directors participating in the meeting. In the case of an equality of votes the Chair of the meeting shall not have a second or casting vote and the resolution shall be lost.

24. CONFLICTS OF INTEREST

(a) Directors must avoid situations in which they have, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).

(b) Where a Director of a Company is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of the interest to the other Directors in writing or at a Directors' meeting.

GENERAL MEETINGS

27. ANNUAL GENERAL MEETING

The Company shall in each calendar year hold a general meeting as its Annual General Meeting ("AGM"). Every AGM shall be held not more than fifteen months after the holding of the previous AGM.

28. DECISION BY WRITTEN RESOLUTION

(a) Any decision that may be made at a General Meeting of the Company may be made by written resolution, other than a decision to remove a Director or auditor before the expiry of their term of office.

(b) A proposed written resolution shall be circulated to members and to the auditors in the same manner as notices for General Meetings. Members signify their approval of the resolution if they wish to vote for it, and need take no action if they wish to vote against.

(c) The majorities required to pass a written resolution are as follow—

i. for an ordinary resolution, approval is required from a simple majority of the members eligible to vote;

ii. for a special resolution, approval is required from not less than 75% of the members eligible to vote.

(d) The document indicating a member's approval of a written resolution may be sent to the Company as hard copy or in electronic form. A member's agreement to a written resolution, once signified, may not be revoked.

(e) A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.

(f) A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it.

29. OTHER GENERAL MEETINGS

The Directors may whenever they think fit convene a General Meeting, and a General Meeting shall be convened if demanded by 5% of the members of the Company.

30. QUORUM FOR GENERAL MEETINGS

No business shall be transacted at a General Meeting unless a quorum is present. Unless otherwise decided by the Company, four members shall be a quorum.

31. CHAIRING GENERAL MEETINGS

At every general meeting the members present shall choose one of their number to be Chair of that meeting, whose function shall be to conduct the business of the meeting in accordance with procedure -

32. VOTING AT GENERAL MEETINGS

(a) Decisions at General Meetings shall be made by passing resolutions—

i. Decisions involving an alteration to the articles of the Company, or to wind up the Company, and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is one passed by a majority of not less than seventy-five per cent of votes cast.

ii. All other decisions shall be made by Ordinary Resolution requiring a simple majority vote of votes cast.

(b) Each member shall have one vote on any question to be decided at a General Meeting, which may be cast personally or by proxy.

(c) In the case of an equality of votes, the person chairing the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.

32. PROXY VOTING

(a) A member who cannot attend a General Meeting may appoint any other person to act as proxy for him or her by sending the Company a notice in writing (a “proxy notice”) which—

i. states the name and address of the member appointing the proxy;

ii. identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;

iii. is signed by or on behalf of the member appointing the proxy; and

iv. is delivered to the company in accordance with any instructions contained in the notice of the general meeting to which they relate.

(b) The proxy notice may—

i. specify that the proxy must vote this way or that on any particular resolution; or

ii. authorize the proxy to vote in accordance her or his own judgement.

Ballot votes

(a) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot (or “poll”) is, before or on the declaration of the result of the show of hands, demanded by the Chair or by at least two members present in person or by proxy.

(b) If a ballot is duly demanded it shall be taken in such a manner as the Chair directs, provided that only one vote may be cast by or for each member eligible to vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a ballot may be withdrawn.

(c) The demand for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question upon which a ballot has been demanded.

NOTICES OF GENERAL MEETINGS

33. DELIVERY OF NOTICES

(a) Any General Meeting shall be called by at least 14 clear days' notice. However, a General Meeting may be called with shorter notice if it is agreed by at least 90 per cent of those entitled to attend and vote.

(b) Notice of every General Meeting shall be given in writing to every member and Affiliate of the Company, and to the auditors (if any) and to such other persons who are entitled to receive notice, and may be given in any manner provided for by the Act.

(c) Notice of all meetings shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a resolution to remove a Director or the auditor, such resolution shall be specified in the notices calling that meeting; and in the case of all other General Meetings the general nature of the business to be raised shall be specified.

(d) The notice of every General Meeting must advise members of their right to appoint a proxy, and of the proxy's right to attend, speak and vote at the meeting.

34. ERRORS

The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

PART 6: ADMINISTRATION AND MISCELLANEOUS

MINUTES

36. MINUTES TO BE KEPT

(a) The Directors must keep minutes of all—

- i. appointments of officers made by the Directors;
- ii. proceedings at meetings of the Company;
- iii. written resolutions passed by the Company;
- iv. meetings of the Directors and committees of Directors including:
 - the names of the Directors present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate, the reasons for the decisions.

(b) Minutes of meetings shall be kept for a minimum of 10 years.

ACCOUNTS AND AUDIT

37. ACCOUNTS

(a) The Directors shall comply with the requirements of the Act and any other applicable law as to keeping financial records and the preparation and transmission to the Registrar of Companies of annual reports and accounts.

The Company must send a copy of its annual accounts and reports for each financial year to—

- i. every member and Affiliate of the Company,
 - ii. every holder of the Company's debentures, and
 - iii. every person who is entitled to receive notice of General Meetings.
- (c) Copies need not be sent to a person for whom the Company does not have a current address, nor to anyone who is not entitled to receive notices of General Meetings of the Company.

(d) Copies of the Company's annual accounts and reports must be sent out on or before the date on which the Company delivers its accounts and reports to the Registrar of Companies.

38. AUDIT

(a) In accordance with the law for the time being in force the Company may choose to take advantage of the small company audit exemptions if it is eligible to do so.

(b) The Company's income and expenditure account and balance sheet shall be subject to professional audit if—

i. the Company's income exceeds the statutory threshold, or

ii. an audit is demanded by 10% of the membership.

39. CONDUCT OF SOCIAL AUDIT

(c) The Company shall conduct an annual social audit in addition to any financial audit that may be undertaken. A social audit shall seek to measure the social benefits and costs of the Company's activities, its effect on beneficiaries and the wider community, and other factors, such as environmental impact, as may be agreed by the Directors.

(d) A social audit may be commissioned from an external reporter or it may be conducted by the Company itself.

(e) The results of any social audit shall be circulated to members and Affiliates and may be made available to others at the discretion of the Directors

40. INDEMNITY

The Company may indemnify any Director, auditor, or other officer of the Company against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the Act.

41. INSURANCE

(a) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

In this article—

i. a "relevant Director" means any Director or former Director of the Company or an associated company,

ii. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

iii. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

42. Defined terms

In the articles, unless the context requires otherwise—

"articles" means the Company's articles of association;

"the Act" means the Companies Act 2006;

"Director" means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Act;

"member" has the meaning given in section 112 of the Act;

"ordinary resolution" has the meaning given in section 282 of the Act;

"special resolution" has the meaning given in section 283 of the Act;

"subsidiary" has the meaning given in section 1159 of the Act; and

"writing" means 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.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Act as in force on the date when these articles become binding on the Company.