

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACTS 1985 AND 1989

MEMORANDUM OF ASSOCIATION of COMMEDIA SHEFFIELD

1. The name of the Association (hereinafter called 'The Company') is Commedia Sheffield.
2. The registered office of the Company will be situated in England.
3. The Company is established to advance the education of the public and in particular, but not exclusively, people facing disadvantage and social exclusion by the provision of learning opportunities and training courses in media literacy and communication skills and access to facilities for media production and broadcast.
4. In furtherance of the said objects, but not further or otherwise, the Company shall have power:
  - (a) to write, print, broadcast or otherwise reproduce by any means of recorded audio and/or visual information whether now or hereafter invented and circulate, gratuitously or otherwise, sound and video recordings, periodicals, magazines, books, leaflets or other documents;
  - (b) to provide training, mentoring, advice and support to individuals and/or organisations;
  - (c) to provide access to facilities for media production and distribution;
  - (d) to hold exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;
  - (e) to promote research, experimental work, scientific investigation and development into any aspect of the objects of the Company and its work and to disseminate the useful results of any such research for the public benefit;

- (f) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- (g) to accept subscriptions, gifts, donations, devises and bequests of any real or personal property maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property;
- (h) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- (i) to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Company;
- (j) subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;
- (k) to construct, maintain and alter buildings or erections;
- (l) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the company or such trade is temporary and ancillary to the carrying out of the said objects;
- (m) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (n) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- (o) to invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit;
- (p) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (q) to establish or support any charitable institution and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;

- (r) to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the work of the Company;
- (s) to purchase indemnity insurance to cover the liability of the Committee which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company provided that any such insurance shall not extend to any claim arising from any act or omission which the Committee knew to be a breach of trust or breach of duty or which was committed by the Committee in reckless disregard of whether it was a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Committee in their capacity as Directors of the Company;
- (t) to employ and pay such staff (who shall not be members of the Committee ) to supervise, organise, carry on the work of and advise the Company;
- (u) to purchase insurance to cover the officers, staff, voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;
- (v) to pay reasonable annual sums or premiums for or towards the provision of pensions for staff for the time being of the Company and their dependants;
- (w) to purchase insurance to cover any buildings or other property to their full value;
- (x) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- (y) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (z) to establish where necessary local branches (whether autonomous or not);
- (aa) to do all such other lawful things as shall further the above objects or any of them.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any member, officer, employee or consultant of the Company not being a member of its Committee for any services rendered to the Company;
  - (b) of a reasonable rate of interest on money lent by any member of the Company or of its Committee
  - (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Committee;
  - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Committee may also be a member holding not more than 1/100th part of the capital of that company;
  - (e) of out-of-pocket expenses to any member of its Committee; and
  - (f) of any premium paid for insurance to cover the liability of the Committee as provided for in Clause 4(s) of this Memorandum.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst being a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Company contracted before ceasing to be a member, and of the costs, charges and expenses of

winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF COMMEDIA SHEFFIELD

### INTERPRETATION

1. In these Articles:

'the Act' means the Companies Act 1985 as amended by the Companies Act 1989 or any re-enactment or statutory modification of those Acts.

'clear days' in relation to the period of a notice means the 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 Committee' means the Management Committee of the Company who shall also be the directors of the Company.

'the Company' means the above named Company.

'the Office' means the registered office of the Company.

'the seal' means the common seal of the Company.

'secretary' means any person appointed to perform the duties of the secretary of the Company.

'the United Kingdom' means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Words importing persons shall include corporations and natural persons.

### OBJECTS

2. The Company is established for the objects expressed in the Memorandum of Association.

### MEMBERS

3. The subscribers to the Memorandum of Association and such other persons as the Committee shall admit to membership shall be members of the Company.

4. The members of the Company shall be persons or organisations who live, work or have interests in the geographical area of the City of Sheffield

5. Every person admitted to membership of the Company shall either sign a written consent to become a member or sign the register of members.

6. An application for membership may be approved or rejected by the Committee. The Committee shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made.

7. Unless the members of the Committee or the Company in General Meeting shall make other provision pursuant to the powers contained in Article 62 the Committee members may in their absolute discretion permit any member of the company to retire provided that after such retirement the number of members is not less than three. Membership shall not be transferable.

### GENERAL MEETINGS

8. The Company shall each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Committee shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

9. The Committee may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Act.

### NOTICE OF GENERAL MEETINGS

10. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice in writing. Other meetings shall be called by at least fourteen clear days' notice in writing. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and

shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company: provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than specified in this Article, be deemed to have been duly called if it is so agreed:

- (a) in the case of the Annual General Meeting, by all the members entitled to attend and vote at it; and
- (b) in the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members.

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

#### PROCEEDINGS AT GENERAL MEETINGS

12. The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Committee and auditors, the election of members of the Committee in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

13. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; three voting members present in person shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the Committee may determine. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

14. The Chair, if any, of the Committee shall chair every General Meeting of the Company, or if there is no such Chair, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Committee present shall elect one of their number to chair the meeting.

15. If at any meeting no Committee member is willing to act as Chair or if no Committee member is present within fifteen minutes after the time appointed for holding the meeting, the voting members present shall choose one of their number to chair the meeting.

16. A Committee member shall, notwithstanding that he or she is not a member of the Company, be entitled to attend and speak at any General Meeting.



17. The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18. At any General Meeting a resolution put to the vote of the meeting shall be decided on 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 Chair; or
- (b) by at least two members present and having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote in addition to any other vote he may have.

20. A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the Chair of the meeting directs, not being more than thirty days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

21. Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at General Meetings (or organisations by their duly authorised representatives) shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more members.

22. No notice need be given of a poll not taken immediately if the time and the place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

#### VOTES OF MEMBERS

23. Subject to Article 18, every member shall have one vote. No proxy votes are allowed. The Committee may make arrangements for postal voting on such terms and conditions as it thinks fit.

24. No member shall be entitled to vote at any General Meeting unless all monies presently payable by him or her to the Company have been paid.

25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

26. A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS

27. Any organisation which is a member of the Company may by resolution of its Committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company.

#### COMMITTEE OF MANAGEMENT

28. The maximum number of Committee members shall be nine. The minimum number of Committee Members shall be three.

29. The first Committee members shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under these Articles. Future Committee members shall be appointed as provided subsequently in these Articles.

30. The Committee members may be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending and returning from Committee meetings or General Meetings of the Company or in connection with the business of the Company.

### BORROWING POWERS

31. The Committee may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable body where such action will directly further the objects of the Company.

### POWERS AND DUTIES OF THE COMMITTEE

32. The business of the Company shall be managed by the Committee who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in General Meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Company in General Meeting; but no such regulation shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made.

33. All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed or otherwise executed, as the case may be, in such manner as the Committee shall from time to time determine provided that all cheques shall be signed by not less than two authorised signatories.

34. The Committee shall arrange for minutes to be made:

- (a) of all appointments of officers made by the Committee;
- (b) of the names of the Committee members present at each Committee meeting; and
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Committee.

35. A Committee member shall not vote in respect of any contract in which he or she is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted.

36. Subject to Article 27 the Company may from time to time by ordinary resolution increase or reduce the number of Committee members.

37. The Committee shall have power at any time to appoint any person to be a Committee member, either to fill a casual vacancy or as an addition to the existing members but so that the total number of Committee members shall not at any time exceed any maximum number fixed

in accordance with these Articles. Any Committee member so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.

38. No person may be appointed as a Committee member:

(a) unless he or she has attained the age of 18 years;

(b) in circumstances that, had he already been a Committee member, he or she would have been disqualified from acting under the provisions of Article 42.

#### ELECTION AND RETIREMENT OF COMMITTEE MEMBERS

39. At each Annual General Meeting of the Company one third of the Committee members shall retire from office. The Committee shall decide in advance of the first Annual General Meeting taking place after the introduction of this rule, the order in which the first Committee members are to retire. Subsequently the members retiring from office shall be those members who have served a term of three years at the time of the Annual General Meeting or who have, in a by-election, replaced a member who would have served a term of three years at the time of the Annual General Meeting.

40. A retiring Committee member shall be eligible for re-election.

41. The Company at the meeting at which a Committee member retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Committee member shall, if offering himself or herself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member shall have been put to the meeting and lost.

42. No person other than a Committee member retiring at the meeting shall unless recommended by the Committee be eligible for election to the Committee at any General Meeting unless, not less than three nor more than twenty-one days before the date set for the meeting, there shall have been left at the registered office of the Company notice in writing signed by a member qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his or her willingness to be elected. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the register of committee members.

#### DISQUALIFICATION AND REMOVAL OF COMMITTEE MEMBERS

43. A Committee member shall cease to hold office if the member:

(a) ceases to be a Committee member by virtue of any provision in the Act or is disqualified from acting as a Committee member by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);

(b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own property and affairs;

(c) subject to Article 6 resigns his or her office by written notice to the Company;

(d) ceases to be a member of the Company;

(e) is absent without the agreement of the Committee members from all their meetings held within a period of six months and the Committee members resolve that his or her office be vacated;

(f) is removed from office by a three-quarters majority vote of the rest of the members of the Committee at a special meeting called for that purpose, when in the opinion of the Committee, it appears that the member in question is acting in a manner detrimental or prejudicial to the well being of the Company

#### PROCEEDINGS OF THE COMMITTEE

44. The Committee may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote. Any two Committee members may, and the secretary shall, on the request of any two Committee members summon a Committee meeting at any time.

45. The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and unless so fixed shall be one-third of the membership of the Committee, subject to a minimum of two.

46. The Committee may act notwithstanding any vacancy in their body, but, if and as long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members, the Committee may act for the purpose of increasing the number of members to that number, or of summoning a General Meeting of the Company, but for no other purpose.

47. The Committee may elect a Chair of their meetings and determine the period for which he or she is to hold office; but, if no such Chair is elected, or if at any meeting the Chair is not present within fifteen minutes after the time appointed for holding the same, the Committee members present may choose one of their number to chair the meeting.

48. The Committee may delegate any of their powers to sub-committees consisting of such Committee members as they think fit; any sub-committee so formed shall conform to any regulations that may be imposed on it by the Committee and shall report all acts and proceedings to the Committee fully and promptly.

49. A sub-committee may elect a Chair of its meetings; if no such Chair is elected, or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.

50. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chair shall have a second or casting vote.

51. All acts done by any meeting of the Committee or of a sub-committee, or by any person acting as a Committee member, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Committee member.

52. A resolution in writing, signed by all the Committee members entitled to receive notice of a Committee meeting, shall be as valid and effectual as if it had been passed at a Committee meeting duly convened and held, and may consist of several documents in like form each signed by one Committee member or more.

#### SECRETARY

53. The Committee shall appoint (and may remove) any person to act as Company Secretary in accordance with the Act provided that if a Committee member is appointed he or she shall not be paid.

#### THE SEAL

54. The Committee shall provide for the safe custody of a seal, if any, which shall only be used by the authority of the Committee and every instrument to which the seal shall be affixed shall be signed by a Committee member and shall be countersigned by the secretary or by a second Committee member or by some other person appointed by the Committee for the purpose.

#### ACCOUNTS

55. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

#### ANNUAL REPORT AND ANNUAL RETURN

56. The Committee members shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and/or an annual return and its transmission to the Commissioners.

#### NOTICES

57. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Committee need not be in writing.

58. The Company may give any notice to a member either personally or by sending it by post to him or to his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

59. Notice of every general meeting shall be given in any manner hereinbefore authorised to:

- (a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for giving of notices to them;
- (b) the auditor for the time being of the Company; and
- (c) each Committee member.

No other person shall be entitled to receive notices of General Meetings.

60. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

#### INDEMNITY

61. Subject to the provisions of the Act every Committee member or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement 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 Company.

## DISSOLUTION

62. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## RULES OR BYE LAWS

63. The Committee may from time to time make such Rules or Bye Laws as it may deem necessary or convenient for the proper conduct and management of the Company provided that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.