

Companies Act 2006

Company not having a share capital

**ARTICLES OF ASSOCIATION OF
THE WILTSHIRE MUSIC CENTRE TRUST LIMITED**

Company number 2661682

Charity number 1026160

1. Objects

- 1.1 The **Objects** of the **Charity** are the advancement of education, for the public benefit, through the promotion and support of the art of music (including opera, music, drama, ballet and all art forms consisting in whole or in part of music) in particular in the County of Wiltshire.
- 1.2 This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**.

2. Powers

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

- 2.1 to provide a facility for the teaching of music and a centre or centres for the rehearsal and performance of music by students of all ages and by the use of this facility to promote the study and practice of music;
- 2.2 to establish, manage, promote or sponsor concerts, operas, ballets and performances of musical works or works including music of every description ("**musical performances**"), including:
- (1) exploitation of musical performances in all media, including new electronic media;

- (2) entering into contracts for recording and exploiting musical performances including music of every description in all media; and
 - (3) acquiring copyright or any other right in musical, operatic, dramatic and literary works of every description, and to acquire rights in performances of them;
- 2.3 to provide advice or information and to carry out research, including:
 - (1) researching and developing new means of communicating performances of music to the public (including children and young persons) in all media;
 - (2) developing educational projects and materials to enhance the participation of the public and targeted sections of the public (including children and young persons) in performances and composition of music - in particular enhancing inclusive access to music through any media; and
 - (3) printing, issuing, publishing, and circulating musical scores and works, periodicals, circulars, programmes posters and other literary, educational and display work;
- 2.4 to establish, sponsor, endow or administer scholarships, courses of instruction, musical and literary research and exhibitions, and to ensure that participation (in particular, participation in educational and access projects) is not unreasonably restricted by participants' ability to pay;
- 2.5 to co-operate with other bodies;
- 2.6 to support, administer or set up other charities;
- 2.7 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.8 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.9 to acquire, let, hire, manage and turn to account property of any kind, including concert halls, theatres, opera houses, rehearsal rooms, studios, libraries and other appropriate premises of every description;

- 2.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.11 to set aside funds for special purposes or as reserves against future expenditure;
- 2.12 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.13 to delegate the management of investments to a financial expert, but only on terms that:
- (1) the investment policy is set down **in writing** for the financial expert by the Trustees;
 - (2) timely reports of all transactions are provided to the Trustees;
 - (3) the performance of the investments is reviewed regularly with the Trustees;
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (7) the financial expert must not do anything outside the powers of the Charity;
- 2.14 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions or under their delegated authority as set out above, and to pay any reasonable fee required;

- 2.15 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.17 subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.18 to enter into contracts to provide services to or on behalf of others and to enter contracts with or engage conductors, artists, composers, authors, educationalists and technical experts;
- 2.19 to establish or acquire subsidiary companies;
- 2.20 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least 5 and not more than 15 persons who being individuals are over the age of 18, all of whom must support the Objects. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - (1) is or becomes a Member; and
 - (2) has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.5 One-third (or the number nearest one-third) of the Trustees must retire at each AGM those longest in office retiring first and the choice between any

of equal service being made either by agreement reached between those of equal service, or failing that, by drawing lots.

3.6 A retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate six years from the date of his or her original appointment. Thereafter a Trustee shall not be eligible for re-appointment without retiring for at least one complete year. In this clause a 'year' means the period between one AGM and the next.

3.7 No person other than a Trustee retiring by rotation shall be appointed or re-appointed a Trustee at any general meeting unless:

- (1) he or she is recommended by the Trustees; or
- (2) not less than fourteen nor more than thirty five Clear Days before the date appointed for the meeting notice executed by a Member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or re-appointment stating the particulars which would if he or she were so appointed or re-appointed be required to be included in the Charity's register of Trustees together with a notice executed by that person of his or her willingness to be appointed or re-appointed.

3.8 A Trustee's term of office as such automatically terminates if:

- (1) he/she is disqualified under the Charities Act from acting as a charity trustee;
- (2) a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he/she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
- (3) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally

exercising any powers or rights which that person would otherwise have;

- (4) he/she is absent without notice from 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (5) he/she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- (6) he/she is removed by the Members at a general meeting under the Companies Act.

3.9 The Trustees may at any time co-opt any individual who is eligible under Articles 3.3 and 3.4 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only for one year.

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

3.11 The Governors of St Laurence School Bradford on Avon (or successor school and/or governing body) shall be invited to nominate an individual to the Members whom the Members, at their absolute discretion, shall consider appointing as Trustee (on the same terms as any other Trustees except that he or she shall be elected and not co-opted).

4. Trustees' proceedings

4.1 The Trustees must hold at least two meetings each year.

4.2 A quorum at a meeting of the Trustees is two Trustees or a third of their number, whichever is the greater.

4.3 A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants.

- 4.4 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 to appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**;
- 5.2 to appoint a Chairman, a Vice Chairman, a Treasurer and other honorary officers from among their number;
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- 5.4 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings;
- 5.5 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 5.6 to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);

- 5.7 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 5.8 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members; and
- 5.9 any bank account in which any assets of the Charity are deposited shall be operated by the Trustees and shall bear the name of the Charity. The Trustees may prescribe such rules relating to the signing of cheques and orders for the payment of money from such account as they may consider appropriate from time to time.

6. Benefits and conflicts

6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (1) Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for services supplied;
and,

Subject to compliance with Article 6.4:

- (2) Members, Trustees and Connected Persons may be paid interest on money lent to the Charity at a rate not exceeding 2 percent less than the published base lending rate of a clearing bank to be selected by the Trustees;
- (3) Members, Trustees and Connected Persons may be paid a reasonable and proper rent or hiring fee for property let or hired to the Charity;
- (4) Individual Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries;
and

(5) Fees, remuneration or other benefit in money or money's worth may be paid to any company of which a Trustee may be a member holding not more than 1/100th part of the issued capital of that company.

6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 6.1 or 6.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (3) the benefit of **indemnity insurance** as permitted by the Charities Act;
- (4) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and, where required by the Companies Act, the approval or affirmation of the Members).

6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(4), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply services in return for a payment or other material benefit but only if:

- (1) the services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
- (3) fewer than half of the Trustees are subject to such a contract in any financial year.

6.4 Subject to Clause 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- (4) refrain from taking any step required to remove the conflict.

6.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
 - (2) annual reports; and
 - (3) annual statements of account.
- 7.2 The Trustees must ensure records are kept of:
- (1) all proceedings at meetings of the Trustees;
 - (2) all resolutions in writing;
 - (3) all reports of committees; and
 - (4) all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 7.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8. Membership

- 8.1 The Charity must maintain a register of Members.
- 8.2 The Trustees shall be the only Members.
- 8.3 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.4 Membership is not transferable.
- 8.5 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two or one third of the Members entitled to vote, whichever is the greater.
- 9.4 The chairman at a general meeting is the Chairman, or in his absence the Vice Chairman of the Trustees, or if neither is present, the Trustees shall elect one of their number to be Chairman. In the case of an equality of votes, the chairman at a general meeting shall have a casting vote in addition to any other vote he may have.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document. A written resolution shall lapse if it is not passed within 60 days of the date of its circulation.
- 9.8 The Charity shall hold an AGM every year, at such place in the county of Wiltshire as the Trustees shall appoint, with not more than 15 months between one AGM and the next.
- 9.9 Members must annually:

- (1) receive the accounts of the Charity for the previous **financial year**;
- (2) receive a written report on the Charity's activities;
- (3) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (4) elect Trustees to fill the vacancies arising;
- (5) appoint reporting accountants or auditors for the Charity;

9.10 Members may also from time to time:

- (1) confer on any individual or individuals (with his, her or their consent) the honorary title of Patron, President or Vice-President of the Charity; and
- (2) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a Member, to pay up to £10 towards:

- 11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. Communications

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (1) by hand;
- (2) by post;
- (3) by fax, email or other suitable electronic means; or through publication in the Charity's newsletter or on the Charity's website.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally;
or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

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

13.2 A final report and statement of account must be sent to the Commission.

13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. Interpretation

14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

14.2 In the Articles, unless the context indicates another meaning:

‘**AGM**’ means an annual general meeting of the Charity;

‘**the Articles**’ means the Charity’s Articles of Association and

‘**Article**’ refers to a particular Article;

‘**Chairman**’ means the chairman of the Trustees;

‘**the Charity**’ means the company governed by the Articles;

‘**the Charities Act**’ means the Charities Acts 1992 to 2006;

‘**charity trustee**’ has the meaning prescribed by the Charities Act;

‘**clear day**’ does not include the day on which notice is given or the day of the meeting or other event;

‘**the Commission**’ means the Charity Commission for England and Wales or any body which replaces it;

‘**the Companies Act**’ means the Companies Acts 1985 to 2006;

‘**Conflicted Trustee**’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to

receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' has the meaning prescribed by the Charities Act

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and **'Membership'** refer to company Membership of the Charity;

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

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given and which is agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors but where a Trustee is a corporate body 'Trustee' includes where appropriate the named representative of the Trustee;

'written' or **'in writing'** refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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