

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

SAFFRON HALL TRUST

FARRER & CO LLP
66 Lincoln's Inn Fields
London WC2A 3LH
Tel: 020 7242 2022
Fax: 020 7242 9899
www.farrer.co.uk

Table of Contents

Clause	Heading	Page No.
1.	NAME AND REGISTERED OFFICE	1
2.	INTERPRETATION	1
3.	OBJECTS	1
4.	POWERS	2
5.	THE TRUSTEES	5
6.	PROCEEDINGS OF TRUSTEES	7
7.	POWERS OF TRUSTEES	9
8.	BENEFITS TO MEMBERS AND TRUSTEES	10
9.	MEMBERSHIP	12
10.	GENERAL MEETINGS	12
11.	APPOINTMENT OF PROXIES	13
12.	VOTING AT GENERAL MEETINGS	14
13.	WRITTEN RESOLUTIONS	15
14.	RECORDS & ACCOUNTS	15
15.	COMMUNICATION WITH MEMBERS	16
16.	DISPUTES	17
17.	GUARANTEE	17
18.	INDEMNITY	18
19.	WINDING UP	18
20.	INTERPRETATION	18

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1. NAME AND REGISTERED OFFICE

1.1 The name of the **Charity** is SAFFRON HALL TRUST.

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

2. INTERPRETATION

2.1 The interpretation provision in **Article 20** shall apply.

2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 20.

3. OBJECTS

The objects of the Charity are:

- 3.1 the advancement of education and the promotion of the arts for the benefit of the public by the provision of facilities for music, opera, theatre and other performing arts, including in particular:
- (a) facilities to enhance the education provided to students attending schools that are part of the Saffron Academy Trust and other schools in the local area;
 - (b) facilities for the performance of music, opera, theatre and other art forms to the general public; and
 - (c) facilities for rehearsals, workshops, masterclasses, exhibitions, recordings and other educational activities; and
- 3.2 to further or benefit the residents of Saffron Walden and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions, by associating together the said residents and local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities and services in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents.

4. POWERS

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

- 4.1 to maintain and manage facilities for musical, theatrical and other performances, exhibitions, presentations, rehearsals and training;
- 4.2 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.3 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.4 to raise funds (but not by means of **Taxable Trading**);

- 4.5 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.6 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**);
- 4.7 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.8 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.9 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.10 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.11 to make grants or loans of money and to give guarantees;
- 4.12 to set aside funds for special purposes or as reserves against future expenditure;
- 4.13 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.14 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.15 to delegate the management of investments to a Financial Expert, but only on terms that:

- (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;
 - (b) require the Financial Expert to report every transaction to the Trustees promptly;
 - (c) require the Financial Expert to review the performance of the investments with the Trustees regularly;
 - (d) entitle the Trustees to cancel the delegation arrangement at any time;
 - (e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;
 - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
 - (g) prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.16 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.17 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.18 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

- 4.19 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4.20 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 4.21 to enter into contracts to provide services to or on behalf of other bodies;
- 4.22 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.23 to establish or acquire subsidiary companies;
- 4.24 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.25 to do anything else within the law which promotes or helps to promote the Objects.

5. **THE TRUSTEES**

- 5.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 5.2 The number of Trustees shall be not less than two and not more than 12, provided that, so long as it is registered with the **Commission** as a charity, the number of Trustees shall be not less than six.
- 5.3 The first Trustees shall be those persons who were registered as directors on incorporation. Thereafter, and subject to Article 5.7, the Trustees shall be such persons willing to act as a Trustee of the Charity as are appointed as follows:

- 5.3.1 two Trustees shall be appointed by each **Member** by giving notice in Writing to the Charity accompanied by a consent in Writing from the person appointed; and
- 5.3.2 subject to the maximum number of Trustees specified in Article 5.2, any other person may be appointed by **Ordinary Resolution**.
- 5.4 Any person appointed pursuant to Article 5.3.1 may hold office and act as a Trustee notwithstanding any duties that he or she may owe to the Member that appointed him, including duties owed by virtue of being an employee or director of that Member.
- 5.5 Subject to earlier termination under Article 5.7, Trustees shall hold office for a period of four years.
- 5.6 Any retiring Trustee who remains qualified may be re-appointed, provided that a Trustee may serve for more than three consecutive terms of office only with the unanimous approval of the Members.
- 5.7 A Trustee's term of office automatically terminates if he or she:
- (a) is disqualified under the Charities Act from acting as a Charity Trustee;
 - (b) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (c) is absent from four consecutive meetings of the Trustees without consent;
 - (d) resigns by **Written** notice to the Trustees (but only if at least two Trustees will remain in office); or
 - (e) is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

5.8 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.

6. PROCEEDINGS OF TRUSTEES

6.1 The Trustees must hold at least four meetings each Year.

6.2 A meeting of the Trustees shall be quorate if at least three Trustees or 50% of their number (whichever is the greater) are present, including at least one Trustee appointed by each Member under Article 5.3.1, provided that:

(a) if any such Trustee is disqualified from forming part of the quorum pursuant to Article 6.10(c), his or her presence shall not be required for a quorum; and

(b) for so long as there are fewer than four Trustees, a meeting of the Trustees shall be quorate if at least two Trustees are present.

6.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.

6.4 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.

6.5 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.

6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution signed by all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees is as valid as a resolution passed at a meeting and for this purpose:

- (a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
 - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 6.8 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) the situation is authorised by the Trustees in accordance with Article 6.9;
 - (c) the situation arises by virtue of the Trustee being a trustee, director or employee of a Member; or
 - (d) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.18.
- 6.9 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- (a) the procedure in Article 6.10 is followed;
 - (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8; and
 - (c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

- 6.10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- (a) declare his interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting;
 - (d) withdraw during the vote and have no vote on the matter.
- 6.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7. POWERS OF TRUSTEES

- 7.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the **Companies Act**, the Articles or any **Special Resolution**.
- 7.2 Without prejudice to Article 7.1, the Trustees may:
- (a) appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;
 - (b) appoint a Chairman, Treasurer and other honorary officers from among their number;
 - (c) delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);

- (d) make regulations consistent with the Articles and the Companies Act to govern:
 - (i) proceedings at general meetings;
 - (ii) proceedings at meetings of Trustees and meetings of committees; and
 - (iii) the administration of the Charity and the use of its seal (if any);
- (e) establish procedures to assist the resolution of disputes within the Charity;
- (f) exercise any powers of the Charity which are not reserved to a general meeting.

7.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Trustees for the purposes of summoning a general meeting but not for any other purpose.

8. BENEFITS TO MEMBERS AND TRUSTEES

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

- (a) Members and Trustees may be paid interest at a reasonable rate on money lent to the Charity;
- (b) Members and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
- (c) Members and Trustees who are beneficiaries may receive charitable benefits in that capacity.

8.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

- (a) as mentioned in Articles 4.18, 8.1.1(a), 8.1.1(b), 8.1.1(c), 8.3 or 18;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (c) without prejudice to Article 8.3, payment to any company in which a Trustee has no more than a 1% shareholding;
- (d) payment to a company of which a Trustee is an employee;
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

8.3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Charity;
- (b) any conflict of interests is authorised by the Trustees in accordance with Article 6.9;
- (c) 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 6.10;
- (d) in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).

9. MEMBERSHIP

- 9.1 The Charity must maintain a register of Members in accordance with the Companies Act.
- 9.2 No person or organisation shall be admitted to membership of the Charity unless the approval in writing of all existing Members has been obtained.
- 9.3 Membership of the Charity is not transferable and is terminated if the Member concerned gives Written notice of resignation to the Charity or ceases to exist or dies.

10. GENERAL MEETINGS

- 10.1 Members are entitled to attend general meetings personally or by proxy or (in the case of an organisation) by an **Authorised Representative**. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 10.2 There is a quorum at a general meeting if the number of Members or Authorised Representatives present in person or by proxy is at least three.
- 10.3 A Member (or an Authorised Representative) elected by those present presides at a general meeting.
- 10.4 A general meeting may be called at any time by the Trustees.
- 10.5 A general meeting may be called on a Written request to the Trustees from at least 5% of the Members.
- 10.6 On receipt of a Written request made pursuant to Article 10.5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling it.

11. APPOINTMENT OF PROXIES

11.1 Proxies may only be validly appointed by a notice In Writing 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 the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
- (d) is delivered to the Charity in accordance with Article 15.2;
- (e) is received by the Charity at least 24 hours before the meeting to which it relates.

11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

11.3 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.

11.4 Unless a proxy notice indicates otherwise, it should be treated as:

- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.

11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.2, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

12. VOTING AT GENERAL MEETINGS

- 12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 12.2 Every issue is decided by agreement of all the Members.
- 12.3 Subject to Article 12.4, every Member present in person or by proxy or through an Authorised Representative) has one vote on each issue.
- 12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.
- 12.5 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 12.6 A poll may be demanded by:
- (a) the chairman of the meeting;
 - (b) any Trustee;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.
- 12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

12.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

13. WRITTEN RESOLUTIONS

13.1 The Charity may pass written resolutions in accordance with the procedures prescribed in the Companies Act, save that any such written resolution shall require the agreement of all the Members.

13.2 The following may not be passed as a written resolution:

- (a) a resolution to remove a Trustee before his period of office expires; and
- (b) a resolution to remove an auditor before his period of office expires.

14. RECORDS & ACCOUNTS

14.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

14.2 The Trustees must keep proper records of:

- (a) all resolutions of Members passed otherwise than at a general meeting;
- (b) all proceedings at general meetings;

- (c) all proceedings at meetings of the Trustees;
 - (d) all reports of committees; and
 - (e) all professional advice obtained.
- 14.3 The records referred to in Articles 14.2.1(a), 14.2.1(b) and 14.2.1(c) must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.
- 14.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 14.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

15. COMMUNICATION WITH MEMBERS

- 15.1 The Charity may validly send or supply any document (including any notice) or information to a Member:
- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
 - (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
 - (c) by fax to a fax number notified by the Member In Writing;
 - (d) by electronic mail to an email address notified by the Member In Writing;
- or

- (e) by means of a website the address of which has been notified to the Member In Writing;

in accordance with the provisions of the Companies Act.

15.2 Members may validly send any notice or document to the Charity:

- (a) by post to
 - (i) the Charity's registered office; or
 - (ii) any other address specified by the Charity for such purposes;
- (b) to any fax number or email address provided by the Charity for such purposes.

16. DISPUTES

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

17. GUARANTEE

17.1 The liability of Members is limited.

17.2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

18. INDEMNITY

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

19. WINDING UP

19.1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance.

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

20. INTERPRETATION

20.1 In the Articles:

Articles means these articles of association;

Authenticated Document means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the

Charity has no reason to doubt the truth of that statement);

Authorised Representative	means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles;
Chairman	means the chairman of the Trustees;
Charities Act	means the Charities Act 2011;
Charity	means the company governed by the Articles;
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act 2011;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales;
Companies Act	means the Companies Act 2006;
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;

Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity;
Memorandum	means the Memorandum of Association of the Charity;
Month	means calendar month;
Objects	means the objects of the Charity set out in Article 3;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority;
Person Connected To A Trustee	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
Personal Interest	means an interest which conflicts with the interests of the Charity but does not include an

interest in purchasing trustee indemnity insurance;

Properly Incurred

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;

Relevant Liability

means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity;

Secretary

means the Secretary of the Charity;

Special Resolution means a resolution of the Members that is passed by a majority of 75% or more;

Taxable Trading means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

Trustee means a director of the Charity and **Trustees** means all of the directors;

Written or In Writing refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

Year means calendar year.

20.2 Except where the context requires otherwise, expressions defined in the Companies Act have the same meaning in the Articles.

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

20.4 References to one gender shall include any other gender.

20.5 Articles 3, 4.19, 8 and 19 must not be changed without the prior Written authorisation of the Commission.

20.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.