

Companies Acts 1985 and 1989
Company limited by guarantee

MEMORANDUM OF ASSOCIATION OF
TRINITY COMMUNITY ARTS LIMITED

1. Name

The name of the Company is TRINITY COMMUNITY ARTS LIMITED

2. Registered Office

The registered office of the Company is in England and Wales.

Trinity Community Arts Ltd
Trinity Centre,
Trinity Road,
Bristol BS2 0NW

3. Objects

The **Objects** are

ARTS

To promote, maintain, and advance education through the presentation of creative and performing arts.

EDUCATION

To advance the education of people of all ages in the creative and performing arts, information technology, life skills, and assisting them in their personal development.

HERITAGE

The preservation, protection and improvement for the public benefit of the Holy Trinity Church and the promotion of the heritage of this building and the multicultural heritage of its use within the local community.

SOCIAL WELFARE

To provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation who have need of such facilities by reason of their youth age infirmity or disability, financial hardship or social circumstances and to promote equality of opportunity and good relations between persons of different racial and cultural identities with the object of improving their conditions of life.

4. Powers

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

- 4.1 To promote or carry out research.
- 4.2 To provide advice.
- 4.3 To publish or distribute information.

- 4.4 To co-operate with other bodies.
- 4.5 To support, administer or set up other charities.
- 4.6 To raise funds
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 4.8 To acquire or hire property of any kind.
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.10 To make grants or loans of money and to give guarantees.
- 4.11 To set aside funds for special purposes or as reserves against future expenditure.
- 4.12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Directors** consider necessary and having regard to the suitability of investments and the need for diversification).
- 4.13 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 Directors;
 - (2) every transaction is reported promptly to the Directors;
 - (3) the performance of the investments is reviewed regularly with the Directors;
 - (4) the Directors 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 Directors on receipt; and
 - (7) the financial expert must not do anything outside the powers of the Directors.
- 4.14 To arrange for investments or other property of the Company to be held in the name of a **nominee company** acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as **custodian**, and to pay any reasonable fee required.
- 4.16 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.

- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.18 To enter into contracts to provide services to or on behalf of other bodies.
- 4.19 To establish or acquire subsidiary companies to assist or act as agents for the Company.
- 4.20 To pay the costs of forming the Company.
- 4.21 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Directors

- 5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the **members** but:
 - (1) members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
 - (2) members (including Directors) may be paid interest at a reasonable rate on money lent to the Company;
 - (3) members (including Directors) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company; and
 - (4) Members who are not Directors who are also **beneficiaries** may receive charitable benefits in that capacity.
- 5.2 A Director must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Company except:
 - (1) as mentioned in clauses 5.1(2) (interest), 5.1(3) (rent)[, 5.1(4) (charitable benefits)] [or 5.3 (contractual payments)];
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
 - (3) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
 - (4) payment to any company in which a Director has no more than a 1 per cent shareholding; and
 - (5) in exceptional cases, other payments or benefits (but only with the **written** approval of the **Commission** in advance).
- 5.3 A Director who is also a Trustee may not be an employee of the Company, but a Director who is also a Trustee or a **connected person** may enter into a contract with the Company to supply goods or services in

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return for a payment or other material benefit if

- (1) the goods or services are actually required by the Company;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in clause 5.4; and
- (3) no more than fifty percent of the Directors are interested in such a contract in any **financial year**.

5.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, he or she must:

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (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.

5.5 This clause may not be amended without the written consent of the Commission in advance.

6. Limited Liability

The liability of members is limited.

7. Guarantee

Every member promises, if the Company is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Company while he or she was a member.

8. Dissolution

8.1 If the Company is dissolved, the assets (if any) remaining after provision has been made 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 approve in writing in advance.

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

9. Interpretation

- 9.1 Words and expressions defined in the **Articles** have the same meanings in the **Memorandum**.
- 9.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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ARTICLES OF ASSOCIATION OF
TRINITY COMMUNITY ARTS LIMITED

1. Membership

1.1 The Company must maintain a register of **members**.

1.2 **Membership** of the Company is open to any individual [or organisation] interested in promoting the **Objects** who:

- (1) applies to the Company in the form required by the **Directors**;
- (2) is approved by the Directors; and
- (3) signs the register of members or consents **in writing** to become a member [either personally or (in the case of an organisation) through an **authorised representative**].

1.3 The Directors may establish different classes of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.

1.4 Membership is terminated if the member concerned:

- (1) gives **written** notice of resignation to the Company;
- (2) dies [or (in the case of an organisation) ceases to exist];
- (3) is more than six **months** in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
- (4) is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company. The Directors may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice.

1.5 Membership of the Company is not transferable.

2. General Meetings

2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.

- 2.2 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 four.
- 2.3 The **Chair** or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast.
- 2.5 Except for the chair of the meeting, who has a casting vote, every member present in person or through an authorised representative or by proxy has one vote on each issue.
- 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.
- 2.7 Except at first, The Company must hold an **AGM** in every year. The first AGM must be held within 18 months after the Company's incorporation.
- 2.8 At an AGM the members:
- (1) receive the accounts of the Company for the previous **financial year**;
 - (2) receive the Directors' report on the Company's activities since the previous AGM;
 - (3) accept the retirement of those Directors who wish to retire or who are retiring by rotation;
 - (4) elect Directors to fill the vacancies arising;
 - (5) appoint auditors for the Company;
 - (6) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company; and
 - (7) may discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 2.9 Any general meeting which is not an AGM is an **EGM**.
- 2.10 An EGM may be called at any time by the Directors and must be called within 28 clear days on a written request from at least three members.

3. The Directors

- 3.1 The Directors have control of the Company and its property and funds.
- 3.2 The Directors when complete consist of at least three and not more than twelve individuals, all of whom must be members [aged under [75] years at the date of appointment] [and any special qualifications].

- 3.3 The subscribers to the **Memorandum** are the first Directors.
- 3.4 Every Director must sign a declaration of willingness to act as a trustee of the Company before he or she may vote at any meeting of the Directors.
- 3.5 One third (or the number nearest one third) of the Directors must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.6 A retiring Director who remains qualified may be reappointed
- 3.7 A Trustee's term of office automatically terminates if he or she:
- (1) is disqualified under the Charities Act from acting as a Company trustee;
 - (2) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (3) is absent without notice from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
 - (4) ceases to be a member (but such a person may be reinstated by resolution passed by all the other Directors on resuming membership of the Company before the next AGM);
 - (5) resigns by written notice to the Directors (but only if at least two Directors will remain in office);
 - (6) Is removed by resolution of the members present and voting 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;
 - (7) Reaches the age of 75; or
 - (8) Ceases to have the required qualifications.
- 3.8 The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Trustee holds office only until the next AGM.
- 3.9 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

4. Directors' proceedings

- 4.1 The Directors must hold at least ten meetings each year.
- 4.2 A quorum at a meeting of the Directors is four Directors.
- 4.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.

- 4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Directors present presides at each meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 4.6 Except for the chairman of the meeting, who has a [second or] casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5. Directors' powers

The Directors have the following powers in the administration of the Company:

- 5.1 To appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint a Chairman, 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 Directors and all proceedings of committees must be reported promptly to the Directors.
- 5.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings [and to prescribe a form of proxy].
- 5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Company and the use of its seal (if any).
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Company.
- 5.8 To exercise any powers of the Company which are not reserved to a general meeting.

6. Records and Accounts

- 6.1 The Directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:
 - (1) annual returns;

- (2) annual reports; and
 - (3) annual statements of account.
- 6.2 The Directors must keep proper records of:
- (1) all proceedings at general meetings;
 - (2) all proceedings at meetings of the Directors;
 - (3) all reports of committees; and
 - (4) all professional advice obtained.
- 6.3 Accounting records relating to the Company 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 Directors if the Directors so decide.
- 6.4 A copy of the Company's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

7. Notices

- 7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in area of benefit or any journal distributed by the Company.
- 7.2 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.
- 7.3 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 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) on the date of publication of a newspaper containing the notice;
 - (5) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
 - (6) as soon as the member acknowledges actual receipt.
- 7.4 A technical defect in the giving of notice of which the Directors are unaware at the

time does not invalidate decisions taken at a meeting.

8. Dissolution

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here.

9. Interpretation

In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Company;

‘area of benefit’ means the City of Bristol and primarily the ward of Ashley Lawrence Hill and Easton

‘the Articles’ means the Company’s articles of association;

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary;

‘beneficiaries’ means ‘the residents of the area of benefit’

‘Chair’ means the chair of the Directors;

‘the Company’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Act 1993;

‘Charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commissioners for England and Wales;

‘the Companies Act’ means the Companies Act 1985;

‘connected person’ means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any **firm** of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

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

‘EGM’ means an extraordinary general meeting of the Company;

‘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 Company’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an 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;

‘informal membership’ refers to a supporter who may be called a ‘member’ but is not a company member of the Company.

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘member’ and ‘membership’ refer to company membership of the Company;

‘Memorandum’ means the Company’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;

‘the Objects’ means the Objects of the Company as defined in clause 3 of the Memorandum;

‘Secretary’ means the company secretary of the Company;

‘taxable trading’ means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

‘Trustee’ means a director of the Company and ‘Directors’ means the directors.

‘written’ or ‘in writing’ refers to a legible document on paper [not] including a fax message;

‘year’ means calendar year.

9.2 Expressions defined in the Companies Act have the same meaning.

9.3 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.