

THE COMPANIES ACTS 1948 to 2006

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

MEMORANDUM OF ASSOCIATION
of
THE HAVERING THEATRE TRUST LIMITED

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THE HAVERING THEATRE TRUST LIMITED

(Amended pursuant to a Special Resolution passed on 21 May 2009)

1. NAME

The Company's name is The Havering Theatre Trust Limited (the "**Charity**")¹.

2. REGISTERED OFFICE

The Charity's registered office is to be situated in England and Wales.

3. OBJECTS

The objects for which the Company is established are to promote, maintain, improve, and advance education and the Arts, particularly by the production of plays and the encouragement of the Arts, including the Arts of drama, mime, dance, singing and music, and to formulate, prepare and establish schemes therefor, provided that all objects of the Company shall be of a charitable nature.

4. POWERS

In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

- (a) To present, promote, organise, provide, manage and produce such plays, dramas, comedies, operas, operettas, burlesques, films, broadcasts, concerts, musical pieces, puppet shows, ballets, entertainments, exhibitions and other forms of art, whether on any premises of the Company or elsewhere, as are conducive to the promotion, maintenance, improvement and advancement of education or to the encouragement of the Arts.
- (b) To purchase, acquire and obtain interests in the copyright of, or the right to perform or show any opera, play, mime, comedy, drama, film, film scenario, stage piece, broadcasting script, musical composition or other form of art which can be used or adapted for the objects of the Company.

¹ The Charity's name was changed from The Hornchurch Theatre Trust Limited on 1 September 1994.

- (c) To enter into agreements with authors, actors, dancers, composers, musicians, producers, entertainers, script writers and all other persons whose services are considered to be necessary for the carrying out of the objects of the Company.
- (d) To make, purchase, hire or otherwise acquire plant, machinery, furniture, fixtures, fittings, scenery and all other effects of every description necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Company.
- (e) To invite and receive grants, donations, public funding and contributions from any person or persons whatsoever and otherwise to raise funds provided that the Charity may only carry on trading activities as expressly permitted in this Memorandum.
- (f) Subject to the provisions of Clause 5 of this Memorandum, to retain and employ staff and professional or technical advisers or workers in connection with the objects of the Charity and to pay such fees for their services as may be thought expedient, and to establish and support pension, superannuation and other schemes for the benefit of persons employed by the Charity.
- (g) To receive, educate and train students in drama, opera, music, dancing, painting and other arts and to promote the recognition and encouragement of exceptional merit in students by the institution and presentation of scholarships, exhibitions, grants, medals or other prizes or benefactions.
- (h) To establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to merge with, act as trustees or agents for, or manage or lend money or other assistance to any association, society or other body, corporate or unincorporate, established for charitable purposes only and to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity.
- (i) To travel and tour in England or elsewhere with companies for the production, presentation or performance of any dramatic, musical, artistic and choreographic entertainments and exhibitions of an educational nature and to rent, hire, lease or otherwise occupy any premises for the purpose of the production, presentation or performance of any such entertainments and exhibitions.
- (j) Subject to such consents as may be required by law from time to time to take on a lease or otherwise occupy and use the Queen's Theatre Hornchurch and to purchase, lease, hire or otherwise acquire and to hold, sell, let, licence, mortgage, dispose of, turn to account, grant security over and otherwise deal with all or any assets, real and personal property and any rights or privileges of the Charity (including without limitation intellectual property of any kind) which the Charity may think necessary or convenient for the promotion of its objects, and to maintain, construct, alter, renovate, pull down and convert any buildings or erections necessary or convenient for the work of the Charity.
- (k) To take any gift of property, whether subject to any trust or not, for any one or more of the objects of the Charity.
- (l) To undertake and execute any charitable trusts which may lawfully be undertaken by the Charity, and may seem directly or indirectly to be directly within or ancillary to its objects.

- (m) To open and operate bank accounts and other facilities for banking in the name of the Charity and subject to such consents as may be required by law from time to time and subject as hereinafter provided, to borrow or raise money for the objects of the Charity, and to execute and issue security as the Charity shall think fit, including in respect of loans and grants, and including mortgages, charges or securities over the whole or any part of its assets, present or future.
- (n) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (o) To invest the moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to delegate the investment of such monies to such appropriately qualified persons as the Charity shall think fit.
- (p) To permit any investments of the Charity to be held in the name of any clearing bank, trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such.
- (q) To establish, promote, or assist any company or companies with charitable objects all or any of which are similar to the objects of the Charity whether or not for the purpose of acquiring all or any of the property, rights and liabilities of such companies or for the purpose of carrying on any activity which the Charity is authorised to carry on or for any other charitable purpose which may seem directly or indirectly calculated to benefit the Charity in the furtherance of its objects.
- (r) To make and receive any charitable donation either in cash or assets which the Charity may deem expedient.
- (s) To purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the associations, societies or bodies with which the Charity is authorised to co-operate or federate.
- (t) To promote and foster a theatre club for the purpose of promoting the primary objects of the Charity and to grant it and to assist it in obtaining such facilities as may be necessary and appropriate to the establishment of such a club.
- (u) To carry on any trade or business within the Object of the Charity which can in the opinion of the Charity be advantageously carried on in fulfilment of the Charity's Object and to carry on any trade or business which is ancillary to any such trade or business.
- (v) To carry on any trade or business not falling within Power 4(u) above to the extent permitted by applicable law from time to time and to the extent that it does not amount to taxable trading. For these purposes 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 Object, the profits of which are subject to corporation tax.

- (w) To establish, acquire and hold shares in any body corporate, firm, partnership or limited liability partnership for the purposes of that body corporate, firm, partnership or limited liability partnership carrying out any lawful trade, business or activity.
- (x) To reimburse the Trustees and officers of the Charity for all reasonable expenses incurred by them in the proper discharge of their duties as Trustees or officers of the Charity.
- (y) To conduct and defend litigation.
- (z) To pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation, registration and establishment of the Charity.
- (aa) To do all such other lawful things as are incidental to the attainment of the objects of the Charity or any of them.

5. MEMBERS' AND TRUSTEES' INTERESTS

The income and property of the Charity shall be applied solely towards the promotion of its Object as set forth in this Memorandum of Association, and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Trustees or Members of the Charity, provided that nothing herein shall prevent any payment in good faith by the Charity to any member or Trustee:-

- (a) of reasonable and proper remuneration to:-
 - (i) any Trustee or Member of the Charity for any goods or services provided to the Charity other than in his or her capacity as a Trustee (but otherwise whether or not in his or her capacity as a solicitor, accountant, surveyor or other person engaged in any profession);
 - (ii) any body corporate, firm, partnership, limited liability partnership or other body or organisation of which a Trustee or Member is a member, shareholder, partner, director or employee ("**Organisation**") for any goods or services rendered to the Charity;

in each case, on the condition that:-

- (A) that Trustee or Member shall not be entitled to vote on a resolution or attend any part of a meeting concerning the terms concerning his or her appointment or the appointment of the relevant Organisation for the provision of goods or services or on any payment made or to be made to him or her or the relevant Organisation;
- (B) no resolution relating to payments to that Trustee or Member or any relevant Organisation shall be effective unless it is passed at a meeting at which there is present a quorum which consists only of persons not remunerated at that time under this Clause 5(a) and persons who are not a member, shareholder, partner, director or employee of a relevant Organisation; and
- (C) at no time shall a majority of the Trustees benefit under this provision;

- (b) of interest at a reasonable and proper rate on money lent by any Member or by a Trustee;
- (c) of reasonable and proper rent or consideration for premises demised, let or sold to the Charity by any Member or Trustee;
- (d) to any Member or Trustee in respect of reasonable out-of-pocket expenses;
- (e) of any premium in respect of any indemnity insurance to cover the liability of the Trustees and/or Members which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity; provided that any such insurance shall not extend to:
 - (i) any claim arising from any act or omission which:
 - (A) the Trustees knew to be a breach of trust or breach of duty; or
 - (B) was committed by the Trustees in reckless disregard of whether or not it was a breach of trust or breach of duty; and
 - (ii) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees; and
- (f) without prejudice to Clause 5(e) to any Member or Trustee pursuant to Section S73F of the Charities Act 1993;
- (g) of any loans, grants, donations or any other kind of financial assistance to any individual, group of individuals, partnership, limited liability partnership, body corporate, local authority or other public body other than a Trustee who or which conducts or promotes any activity that furthers the Object of the Charity.

Without prejudice to Clause 5(a) or any other express provision in this Memorandum nothing in the Memorandum or Articles of Association of the Company shall amount to an express provision that prohibits the relevant person from receiving remuneration as provided by S73A(6) of the Charities Act 1993; and for these purposes it is intended that Condition D of S73A of the Charities Act 1993 should apply to the Company and be satisfied and that the Company should be able to take advantage of the provisions of S73A of that Act.

6. **LIMITED LIABILITY**

The liability of the Members is limited.

7. **GUARANTEE**

Every Member of the Charity undertakes to contribute to the assets of the Charity, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

8. SURPLUS ASSETS UPON WINDING UP

If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Charity, but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of the Charity, to be determined by the Members of the Charity at the time of dissolution or in default thereof by such Tribunal or Court of Justice as shall have or acquire jurisdiction in the matter, and if and so far as the provision aforesaid may fail to take effect then to some society, institution or organisation which is established for charitable purposes only.

9. ACCOUNTS AND AUDIT

True accounts shall be kept of the sums of money received and expended by the Charity, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Charity: and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Charity for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined or, if required, audited and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors as may be required by the Acts or Applicable Charity Legislation.

10. INDEMNITY

The Company may indemnify any Trustee or other officer of the Company against any liability incurred by him or her in that capacity, to the extent permitted by Sections 232 to 235 of the 2006 Act and as otherwise permitted by applicable law.

11. INTERPRETATION

Words and expressions in this Memorandum that are defined in the Articles shall have the same meanings as in the Articles unless the context otherwise requires.

WE, the subscribers to this Memorandum of Association, wish to be formed into a charitable company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS		SIGNATURE
Name	Address	Signature
