The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Northamptonshire Music and Performing Arts Trust

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209941/0003/001094422

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Index to Articles of Association of Northamptonshire Music and Performing Arts Trust

INTERPRETATION....1
1. Defined terms....1
OBJECTS AND POWERS....1
2. Company Objects....1
3. Powers....1
LIMITATION ON PRIVATE BENEFITS....3
4. Application of income and property....3
LIMITATION OF LIABILITY AND INDEMNITY....4
5. Liability of Members....4
6. Indemnity....5
DIRECTOR....5
DIRECTORS' POWERS AND RESPONSIBILITIES....5
7. Directors' general authority....5
8. Chair....5
9. Directors may delegate....5
10. Committees....6
11. Delegation of day to day management powers....7
12. Delegation of investment management....7
13. Power to change name of Company....7
DECISION-MAKING BY DIRECTORS....7
14. Directors to take decisions collectively....7
15. Calling a Directors' meeting....8
16. Participation in Directors' meetings....8
17. Quorum for Directors' meetings....9
18. Chairing of Directors' meetings....9
19. Casting vote....9
20. Unanimous decisions without a meeting....9
21. Conflicts of interest....10
22. Register of Directors' interests....11
23. Validity of Director actions....11
24. Director's discretion to make further rules....11
APPOINTMENT AND RETIREMENT OF DIRECTORS....11
25. Number of Directors....11
26. Appointment of Directors and retirement of Directors....12
27. Disqualification and removal of Directors....12
PATRONS....13
28. Patrons....13
MEMBERS....14
BECOMING AND CEASING TO BE A MEMBER....14
29. Becoming a Member....14
30. Termination of membership....14
DECISION-MAKING BY MEMBERS....14
31. Members' Meetings....14

WRITTEN RESOLUTIONS 14
32. Written resolutions 14
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS 16
33. Communications by the Company 16
34. Communications to the Company 17
35. Secretary 17
36. Irregularities 18
37. Minutes 18
38. Records and accounts 18
39. Exclusion of model articles 18
WINDING UP 19
40. Dissolution 19
SCHEDULE 20
Defined terms 20

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Articles of Association of Northamptonshire Music and Performing Arts Trust

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Company Objects

2.1 The Company's objects (the "**Objects**") are;

2.1.1 to advance education within the framework of the arts for the benefit of the public of Northamptonshire and elsewhere; and

2.1.2 to advance the arts and culture for the benefit of the public, particularly but not exclusively, by promoting and facilitating access to and performances of music and other art forms; and

2.1.3 to provide for the recreation of children, young people and adults for the benefit of the public by providing facilities and services to them in the interests of social welfare with the object of improving their conditions of life.

3. Powers

To further the Objects the Company may:

3.1 provide and assist in the provision of money, materials or other help;

3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter in any medium;

3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.5 provide or procure the provision of counselling and guidance;

3.6 provide or procure the provision of advice;

3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and

institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

3.8 enter into contracts to provide services to or on behalf of other bodies;

3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit (in exercising this power the Company must comply as appropriate with the Charities Act 2011);

3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Company must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);

3.12 set aside funds for special purposes or as reserves against future expenditure;

3.13 invest the Company's money not immediately required for the Objects in or upon any investments, securities, or property;

3.14 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;

3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

3.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

3.17 accept (or disclaim) gifts of money and any other property;

3.18 raise funds by way of subscription, donation or otherwise;

3.19 trade in the course of carrying out the Objects and carry on any other trade which is not expected to give rise to taxable profits;

3.20 incorporate and acquire subsidiary companies to carry on any trade;

3.21 subject to Article 4 (application of income and property):

3.21.1 engage and pay employees, consultants and professional or other advisers; and

3.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

3.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

3.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Objects);

3.24 undertake and execute charitable trusts;

3.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

3.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

3.27 pay out of the funds of the Company the costs of forming and registering the Company;

3.28 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;

3.29 provide indemnity insurance for the Directors or any other officer of the Company in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Director, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Company); and

3.30 do all such other lawful things as may further the Objects.

LIMITATION ON PRIVATE BENEFITS

4. Application of income and property

4.1 The income and property of the Company shall be applied solely for its Objects.

4.2 None of the income or property of the Company may be paid or transferred directly or by way of dividend bonus or otherwise by way of profit to any Member of the Company.

4.3 No Director may receive any remuneration or other benefit in money or money's worth from the Company provided that this shall not prevent a Director from receiving the following benefits:

4.3.1 benefitting from the Company in the capacity of a beneficiary of the Company;

4.3.2 receiving reasonable and proper remuneration in respect of the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011;

4.3.3 receiving interest on money lent by any person at a reasonable and proper rate;

4.3.4 receiving any reasonable and proper rent for premises let by any person;

4.3.5 receiving reasonable and proper out-of-pocket expenses of Directors;

4.3.6 receiving reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.29 of these Articles;

4.3.7 buying goods or services from the Company on the same terms as members of the public.

4.4 In this Article 4, "Director" shall include a 'Connected' person, being:

4.4.1 a child, parent, grandchild, grandparent, brother or sister of the Director;

4.4.2 the spouse or civil partner of the Director or of any person falling within Article 4.4.1 above;

4.4.3 a person carrying on business in partnership with the Director or any person falling within Article 4.4.1 or 4.4.2 above;

4.4.4 an institution which is controlled:

(a) by the Director or any connected person falling within Article 4.4.1, 4.4.2 or 4.4.3 above:

(b) by two or more persons falling within Article 4.4.4(a) when taken together;

4.4.5 a body corporate in which:

(a) the Director or any connected person falling within Articles 4.4.1 to 4.4.3 has a substantial interest; or

(b) two or more persons falling within Article 4.4.5(a), when taken together, have a substantial interest.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of Members

The liability of each Member is limited to £10, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

5.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a Member;

5.2 payment of the costs, charges and expenses of winding up; and

5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

6.1 Subject to the provisions of the Companies Acts, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

6.2 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

6.3 In this Article:-

(a) a "relevant Director" means any Director or former director of the Company or an associated company;

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

DIRECTOR

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

9. Directors may delegate

9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;

10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;

10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

11. Delegation of day to day management powers

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

11.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

11.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

12. Delegation of investment management

The Directors may delegate the management of investments to a Financial Expert or Experts provided that:

12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Directors;

12.2 timely reports of all transactions are provided to the Directors;

12.3 the performance of the investments is reviewed regularly with the Directors;

12.4 the Directors are entitled to cancel the delegation arrangement at any time;

12.5 the investment policy and the delegation arrangements are reviewed regularly;

12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and

12.7 the Financial Expert or Experts must not do anything outside the powers of the Directors.

13. Power to change name of Company

The Directors may change the name of the Company at any time by majority decision of the Directors at a meeting.

DECISION-MAKING BY DIRECTORS

14. Directors to take decisions collectively

Any decision of the Directors must be either:

14.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 19); or

14.2 a unanimous decision taken in accordance with Article 20.

15. Calling a Directors' meeting

15.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

15.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

15.2.1 all the Directors agree; or

15.2.2 urgent circumstances require shorter notice.

15.3 Notice of Directors' meetings must be given to each Director.

15.4 Every notice calling a Directors' meeting must specify:

15.4.1 the place, day and time of the meeting;

15.4.2 the general nature of the business to be considered at such meeting; and

15.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

15.5 Notice of Directors' meetings need not be in Writing.

15.6 Article 33 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

16. Participation in Directors' meetings

16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

16.1.1 the meeting has been called and takes place in accordance with the Articles; and

16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

16.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

16.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

17. Quorum for Directors' meetings

17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is four.

17.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors.

18. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

19. Casting vote

19.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. Unanimous decisions without a meeting

20.1 A decision is taken in accordance with this Article when all of the Directors indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote.

20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

20.3 A decision which is made in accordance with this Article 20 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

20.3.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

20.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 20.3;

20.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

20.3.4 the Recipient must prepare a minute of the decision in accordance with Article 37 (minutes).

21. Conflicts of interest

Declaration of interests

21.1 Unless Article 21.2 applies, a Director must declare the nature and extent of:

21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

21.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

21.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

21.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

21.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4.3.1) and which is available generally to the beneficiaries of the Company;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.29;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4.3.5; or

21.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 21.5.

21.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

21.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

21.5.2 not be counted in the quorum for that part of the process ; and

21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

21.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

21.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

21.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22. Register of Directors' interests

The Directors must cause a register of Directors' interests to be kept.

23. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

24. Director's discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT AND RETIREMENT OF DIRECTORS

25. Number of Directors

There shall be at least six and not more than twelve Directors appointed in accordance with Article 26.

26. Appointment of Directors and retirement of Directors

26.1 Subject to Articles 26.4, 26.5 and 26.6, Directors shall be appointed as follows:

26.1.1 one shall be a Nominated Director appointed in accordance with Article 26.2; and

26.1.2 the remainder shall be Elected Directors appointed in accordance with Article 26.3.

26.2 The Council Member may appoint a Councillor as a Director (a "**Nominated Director**") and may remove such Nominated Director. An appointment or removal of a Nominated Director shall be made by the Council Member giving notice in writing to the Company and to the relevant Nominated Director.

26.3 There shall be no fewer than five, and no more than eleven Directors appointed by the Directors (each an "**Elected Director**"). The Directors may from time to time at their discretion determine any criteria for appointment as an Elected Director, provided that a Local Authority Associated Person shall not be appointed as an Elected Director if, as a result, the percentage of Local Authority Associated Persons on the Board would be more than 19%.

26.4 No person who would be disqualified from acting under the provisions of Article 27 may be appointed to be a Director.

26.5 No person shall be appointed as a Director if the appointment would result in the Company being a Regulated Company.

26.6 If for any reason the number of Directors who are Local Authority Associated Persons would be more than 19% of the total number of Directors, such number of Local Authority Associated Persons shall cease to be Directors as is necessary to ensure that the number of Local Authority Associated Persons serving as Directors will not equal or exceed 20% of the total number of Directors (such Directors to be selected by agreement amongst themselves or, in the absence of agreement, by lot).

26.7 Every Director shall sign a written consent to become a Director.

26.8 Subject to Article 26.9, the term of office for all Elected and Nominated Directors shall be three years. An Elected Director shall be eligible for re-election by the Directors, and a Nominated Director shall be eligible for re-appointment by the Council Member, for up to three further terms of three years.

26.9 After a Director has served two consecutive terms in office, he or she shall be eligible for re-election or re-appointment only after a year has elapsed since he or she retired as Director.

27. Disqualification and removal of Directors

A Director shall cease to hold office if:

27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

27.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

27.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

27.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;

27.5 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

27.6 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least six Directors will remain in office when such resignation has taken effect);

27.7 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;

27.8 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors;

27.9 he or she is a Nominated Director and ceases to be a Councillor of the Council;

27.10 he or she is a Nominated Director and is removed as a Director by the Council Member in accordance with Article 26.2; or

27.11 he or she is an Elected Director and ceases to be a Member of the Company.

PATRONS

28. Patrons

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to Members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Becoming a Member

29.1 The only Members of the Company shall be:

29.1.1 the Elected Directors from time to time ("**Individual Members**"); and

29.1.2 the Council (the "**Council Member**").

29.2 An Elected Director shall become a Member on becoming a Director.

29.3 The Company must maintain a register of Members.

30. Termination of membership

30.1 An Individual Member shall cease to be a Member if he or she ceases to be a Director.

30.2 The Council Member shall cease to be a Member if:

30.2.1 such membership causes the Company to be a Regulated Company; or

30.2.2 the Council Member gives written notice of its resignation to the Company.

30.3 Membership is not transferable.

DECISION-MAKING BY MEMBERS

31. Members' Meetings

31.1 The Directors may call a general meeting of the Members at any time.

31.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

32. Written resolutions

General

32.1 Subject to this Article 32 a written resolution agreed by:

32.1.1 Members representing a simple majority; or

32.1.2 (in the case of a special resolution) Members representing not less than 75%;

of the total voting rights of eligible Members shall be effective.

32.2 On a written resolution each Member shall have one vote.

32.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

32.4 Members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

32.5 A copy of the proposed written resolution must be sent to every eligible Member together with a statement informing the Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

32.6 In relation to a resolution proposed as a written resolution of the Company the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

32.7 The required majority of eligible Members must signify their agreement to the written resolution within the period of 42 days beginning with the Circulation Date.

32.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

32.9 A Member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

32.9.1 identifying the resolution to which it relates; and

32.9.2 indicating the Member's agreement to the resolution.

32.10 For the purposes of Article 32.9:

32.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

32.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Company; or

(b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

32.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any

Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33. Communications by the Company

Methods of communication

33.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

33.1.1 in Hard Copy Form;

33.1.2 in Electronic Form; or

33.1.3 by making it available on a website.

33.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

33.4 A Member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

33.5 Where any Document or information is sent or supplied by the Company to the Members:

33.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

33.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

33.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

33.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a Member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

33.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:

33.7.1 if the Document or information has been sent to a Member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members, but may in its discretion choose to do so;

33.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and

33.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

33.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

33.9 Notices of general meetings need not be sent to a Member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a Member for whom the Company does not have a current Address.

34. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

35. Secretary

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

35.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

35.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

36. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

37. Minutes

The Directors must cause minutes to be made:

37.1 of all appointments of officers made by the Directors;

37.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

37.3 of all proceedings at meetings of the Company and of the Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Director of the Company, be sufficient evidence of the proceedings.

38. Records and accounts

The Directors shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

38.1 annual reports;

38.2 annual returns; and

38.3 annual statements of account.

39. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

40. Dissolution

40.1 The Member of the Company may at any time before, and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:-

40.1.1 directly for the Objects; or

40.1.2 by transfer to any charity to charities for purposes similar to the Objects; or

40.1.3 to any charity or charities for use for particular purposes that fall within the Objects.

40.2 Subject to any such resolution of the Members of the Company, the directors of the Company may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid or provision made for them, shall on or before dissolution of the Company be applied or transferred:

40.2.1 directly for the Objects; or

40.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

40.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

40.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Members of the Company (except to a Member that is itself a charity) and if no resolution in accordance with these articles of association is passed by the Members or the directors the net assets of the Company shall be applied for charitable purposes as directed by a court or the Charities Commission.

SCHEDULE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	"**Address**"	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	**"Articles"**	the Company's articles of association;
1.3	**"Chair"**	has the meaning given in Article 8;
1.4	**"Company"**	Northamptonshire Music and Performing Arts Trust;
1.5	**"Circulation Date"**	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	**"Clear Days"**	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7	**"Companies Acts"**	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8	**"Connected "**	means any person falling within any of the categories specified by Article 4.4;
1.9	**"Council"**	means Northamptonshire County Council or any successor body;
1.10	**"Council Member"**	means the Council;
1.11	**"Director" and in respect of Article 40 only, "director"**	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.12	**"Document"**	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;

1.13	**"Elected Director"**	has the meaning given in Article 26.3;
1.14	**"Electronic Form" and "Electronic means"**	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.15	**"Financial Expert"**	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.16	**"Hard Copy" and "Hard Copy Form"**	have the meanings respectively given to them in the Companies Act 2006;
1.17	**"Individual Member"**	has the meaning given in Article 29.1.1;
1.18	**"Local Authority"**	means the Council and/or any other county, county borough, district, parish or community council with which the Company has a business relationship within the meaning of section 69 of the Local Government and Housing Act 1989;
1.19	**"Local Authority Associated Person"**	means any person associated with any local authority within the meaning given in section 69 of the Local Government and Housing Act 1989;
1.20	**"Member" and "Members"**	means a member and members of the Company;
1.21	**"Nominated Director"**	has the meaning given in Article 26.2;
1.22	**"Objects"**	has the meaning given in Article 2.1;
1.23	**"Public Holiday"**	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.24	**"Regulated Company"**	means a company deemed to be a "regulated company" for the purposes of the Local Government and Housing Act 1989 and the Local Authorities (Companies) Order 1995 and any subsequent amendments, extension or re-enactments thereto;
1.25	**"Secretary"**	the secretary of the Company (if any); and
1.26	**"Writing"**	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.