

THE CRESCENT THEATRE LIMITED

MEMORANDUM OF ASSOCIATION

ARTICLES OF ASSOCIATION

REVISED July 2009

The Companies Act 1948

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

Memorandum of Association

of THE CRESCENT THEATRE LIMITED

1. The name of the Company (hereinafter called "The Crescent") is "THE CRESCENT THEATRE LIMITED".
2. The registered office of The Crescent shall be situate in England.
3. The objects for which The Crescent is established are such of the following objects as are of an educational or charitable nature, namely:- to promote, maintain, improve, and advance education, particularly by the production of educational plays and the encouragement of the Arts, including the arts of drama, dramatic authorship, mime, dancing, singing, and music and to formulate, prepare and establish schemes therefor including the provision of a library and reading room, with power for the purposes aforesaid:-
 - (A). To carry on the whole undertaking of the Society known as "The Crescent Theatre Players (incorporating The Municipal Players) now or formerly of The Crescent, Birmingham".
 - (B). To present, promote, organise, provide, manage and produce such plays, dramas, comedies, operas, operettas, burlesques, films, broadcasts, concerts, musical pieces, puppet shows, ballets, entertainments, lectures and exhibitions, whether on any premises of the Society or elsewhere as are conducive to the promotion, maintenance, improvement, and advancement of education or to the encouragement of the Arts.
 - (C). 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 or musical composition which can be used or adapted for the objects of The Crescent.
 - (D). To enter into agreements with authors, actors, dancers, composers, musicians, producers, and script writers.
 - (E). To purchase 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 Crescent.

(F). To retain or employ professional or technical advisers or workers in connection with the objects of The Crescent and to pay such fees for their services as may be thought expedient.

(G). To establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, 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 for the purpose of promoting any objects of The Crescent to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity.

(H). To purchase, take on lease or in exchange, hire or otherwise acquire, and to hold, sell, lease, or otherwise dispose of any real or personal property and any rights or privileges which The Crescent may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of The Crescent.

(I). To take any gift, or property, whether subject to any trust or not, for any one or more of the objects of The Crescent.

(J). To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of The Crescent as may be thought expedient with a view to the promotion, subsidising or maintenance of its objects.

(K). To undertake and execute any charitable trusts which may lawfully be undertaken by The Crescent and may seem directly or indirectly to be ancillary to its objects.

(L). To borrow or raise money for the objects of The Crescent on such terms and on such security as may be thought fit and whether by the creation and issue of debentures or debenture stock or otherwise.

(M). To invest the moneys of The Crescent not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.

(N). To establish, promote, or assist any Company or Companies with charitable objects all or any of which are similar to the objects of The Crescent for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for the purpose of carrying on any activity which the Company is authorised to carry on or for any other charitable purpose which may seem directly or indirectly calculated to benefit The Crescent in the furtherance of its objects.

(O). To make any charitable donation either in cash or assets which The Crescent may deem expedient.

(P). To establish and support pension, superannuation and other schemes for the benefit of persons employed by The Crescent and to grant pensions or retiring allowances to persons who have been employed by The Crescent or to their dependants.

(Q). 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 Crescent is authorised to co-operate or federate.

(R). To pay out of the funds of The Crescent the costs, charges and expenses of and incidental to the formation and registration of The Crescent.

(S). To do all such things as are incidental to the attainment of the objects of The Crescent or any of them.

4. The income and property of The Crescent, whencesoever derived, shall be applied solely towards the promotion of the objects of The Crescent as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise, howsoever by way of profit to the members of The Crescent. Provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of The Crescent or to any member of The Crescent in return for any services actually rendered to The Crescent nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let by any member of The Crescent.
5. The liability of the Members is limited.
6. Every member of The Crescent undertakes to contribute to the asset of The Crescent 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 Crescent contracted before he ceases to be a member, and of 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 two shillings and sixpence (12½p).
7. If upon the winding up or dissolution of The Crescent 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 Crescent but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of The Crescent, and which is established for charitable purposes only.
8. True accounts shall be kept of the sums of money received and expended by The Crescent, and matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by The Crescent and of the property, credits, and liabilities of the Crescent, 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 Crescent 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 Crescent shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

The Companies Act 1948

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

Articles of Association

of THE CRESCENT THEATRE LIMITED

1. The name of the Company (hereinafter called "The Crescent") is "THE CRESCENT THEATRE LIMITED"
2. For the purpose of registration the number of the Members of The Crescent is declared to be unlimited.
3. These Articles shall be construed with reference to the provisions of the Companies Act 1948, so far as they are consistent therewith, and the terms used in these Articles shall be taken as having the same respective meanings as they have when used in that Act or any subsequent re-enactment or statutory modification thereof for the time being in force.
4. The Crescent is established for the purposes expressed in the Memorandum of Association.

MEMBERS

5. Any person who is willing to assist in the objects of The Crescent, to the satisfaction of the Board of Management, shall be eligible for membership.
6. Membership shall be open to all persons up to a number decided upon by the Board of Management on payment of an annual subscription. The amount of the subscription shall be proposed by the Board of Management at any General Meeting and if agreed by the Meeting shall take immediate effect for new and renewed memberships.
7. Every candidate for membership of The Crescent shall sign and forward to the Secretary an application with words in the form or to the effect following:- "I desire to become a member of The Crescent Theatre Limited, in accordance with the Memorandum and Articles of Association".
8. All persons who at the date of incorporation of The Crescent shall be full members of the unincorporated association known as The Crescent Theatre Players (Incorporating The Municipal Players) and shall have paid all sums due by them as such members, shall (provided application be made within two months of the above mentioned date) be entitled to become members of The Crescent.

General Meeting. Any ballot paper containing more than the requisite number of votes for the Board of Management shall be deemed a spoiled paper and shall not be included in the count.

12. The Board of Management shall have the power to act notwithstanding any vacancy in its body and power to fill any vacancy which may occur on the Board of Management until the next appropriate Annual General Meeting. A person appointed to the Board of Management on a casual vacancy shall retire from that office at the next appropriate Annual General Meeting, but shall be eligible for re-election.
13. The Board of Management may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Five members of the Board of Management shall constitute a quorum.
14. Board of Management meetings shall be called at the discretion of The Chairman or The Secretary or at the written request of not less than three members of the Board. The Agenda shall be stated on the notice calling the Meeting. It shall not be necessary to give notice to any member of the Board for the time being absent from the United Kingdom, and the accidental omission to give notice of any Meeting of the Board to any Member thereof shall not invalidate any resolution passed or proceedings at, any such meeting.
15. The first members of the Board of Management shall be determined in writing by a majority of the Subscribers hereto and the said Board of Management shall remain in office until the first Annual General Meeting.
16. No person shall be incapable of being appointed as a member of the Board of Management by reason of his having attained the age of seventy years or any other age, nor shall any member of the Board of Management vacate his office by reason of his attaining or having attained the age of seventy years or any other age; and the provisions of Sub-sections (1) to (6) inclusive of Section 185 of the Companies Act 1948, shall be excluded from applying to The Crescent.
17. A member of the Board of Management shall vacate office if:
 - (A). without the consent of The Crescent in General Meeting he holds an office of profit under The Crescent or otherwise makes a private profit therefrom, or
 - (B). becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (C). becomes prohibited from being such by reason of any order made under Section 188 of the Act; or
 - (D). becomes of unsound mind; or
 - (E). resigns his office by notice in writing to The Crescent; or
 - (F). ceases to be such by virtue of Section 185 of the Act; or
 - (G). is directly or indirectly interested in any contract with The Crescent and fails to declare the nature of his interest in manner required by Section 199 of the Act.

A member of the Board shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

POWERS OF THE BOARD OF MANAGEMENT

18. Subject to the provisions contained in Article 20 hereof, the management and control of the property, funds and affairs of The Crescent shall be vested in the Board of Management and generally the Board of Management shall have power to exercise all such powers and do all such acts and things as The Crescent is by its Memorandum of Association or otherwise authorised to exercise and do and are not hereby or by Statute expressly directed or required to be exercised or done by The Crescent in General Meeting, but subject nevertheless to the provisions of the Companies Act, 1948, or any re-enactment or statutory modifications thereof for the time being in force and of these Articles.
19. At the last appropriate meeting of the Board of Management before 31st July each year, the Board of Management may elect a President and a Vice-President or Vice-Presidents to hold office from the beginning of The Crescent's financial year following the date of their election until the close of that financial year. The President and Vice-Presidents shall be entitled to attend General Meetings of The Crescent but shall not have any right to vote as such at the said Meetings.
20. The Board of Management may from time to time at their discretion raise or borrow or secure payment of any sum or sums of money for the purposes of The Crescent.
21. The Board of Management may raise or secure payment of such money in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of Debentures or Debenture Stock of The Crescent charged upon all or any part of the property of The Crescent (both present and future), provided that such Debentures or Debenture Stock shall not, without the consent of a General Meeting, confer any special privileges as to attending and voting at General Meetings of The Crescent.
22. The Board of Management shall appoint or approve annually such Committees as are necessary. The duties of such committees shall be specified by the Board of Management and such Committees shall be subject to the jurisdiction of and conform to in all respects any regulations made by the Board of Management.
23. The Board of Management shall have the power to expel from membership any member, who, in its opinion, is acting in a manner contrary to the interests of The Crescent. The member so affected shall have the right to state his case to the Board of Management. The decision of the Board of Management shall be final.

OFFICERS

24. The Officers of The Crescent shall be:- The Chairman, The Secretary and The Treasurer, who shall each hold Office for three years and The Art Manager, The Members Manager and The Marketing Manager, who shall each hold office for two years, except in the case of The Art Manager whose term of office and powers are specified in Article 10 (4). The said Officers, who shall be ex-officio members of the Board of Management, shall be elected in accordance with the procedure set out in Article 11 hereof.

25. The Chairman shall preside at all General Meetings of The Crescent and at Meetings of the Board of Management but he shall have the right to request The President to preside in his place at any General Meeting at his discretion. He, or The President presiding in his place, shall have the right to exercise a casting vote in the event of an equality of votes. The Board of Management in the absence of The Chairman or The President a person shall elect a person to preside at the General Meeting or Board of Management Meeting, and such person shall have the right to exercise a second or casting vote.
26. The Secretary shall be responsible for;
- (1). Calling all General Meetings and Board of Management Meetings.
 - (2). Keeping minutes of the proceeding at all General Meetings and Board of Management Meetings.
 - (3). Keeping a record of attendances at Board of Management Meetings.
 - (4). Dealing with the correspondence and other matters of The Crescent, appertaining to his office.
27. The Treasurer shall collect all revenue, pay only those expenses authorised by the Board of Management, keep the accounts of The Crescent and present them to the Annual General Meeting after they have been certified by Auditors as laid down in these Articles.

GENERAL MEETINGS

28. The Statutory Meeting shall be held at such time not more than three months after the incorporation of The Crescent and at such place as the Board of Management may determine.
29. The Crescent shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year and shall specify the meeting as such in notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of The Crescent and that of the next Annual General Meeting of The Crescent. Such Meeting shall be held at such place and hour and on such day after the close of each financial year as the Board of Management may from time to time appoint. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
30. The business of an Annual General Meeting shall consist of:-
- (1). The consideration and approval of the Minutes of the previous Annual General Meeting, together with the Minutes of all Extraordinary General Meetings which have been held since the previous Annual General Meeting.
 - (2). The consideration and adoption of the Report of the Board of Management.
 - (3). The consideration and adoption of the Statement of Accounts submitted by The Treasurer.
 - (4). Additional Business submitted by (a) the Board of Management and (b) members.
 - (5). To receive the report of the result of the Postal Ballot of the election of Officers and members of the Board of Management in accordance with the provisions of Articles 10, 11 and 24 respectively.
 - (6). The election of an Auditor or Auditors.

- (7). The transaction of all such other business as by Statute and these Articles can be transacted at an Annual general Meeting.
 - (8) The consideration of the Board of Management's proposal for changes to Membership Subscriptions.
31. The Secretary shall call an Extraordinary General Meeting within twenty-one days of receiving:-
- (1). The written instructions of the Board of Management, or
 - (2). A written request, signed by not less than twenty (or such lesser number as prescribed by Section 132 of the Companies Act, 1948) members, stating the business to be put before such a meeting.
32. Any member desiring to submit a motion to the Annual General Meeting under Article 30 (4) (b) shall give to The Secretary not less than fourteen days notice in writing of the terms of such motion.
33. Twenty-one days notice at the least of every Annual General Meeting and of every Meeting convened to pass a Special Resolution and fourteen days notice at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of the Meeting, and in the case of special business the hereinafter mentioned to such persons (including the Auditors) as are under these presents or under The Companies Act, 1948, entitled to receive such notices from The Crescent, but with the consent of all the members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the said Act in the case of Meetings other than Annual General Meetings, a Meeting may be convened by such notice as those members may think fit. The accidental omission to give notice of a Meeting to, or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings at any Meeting.
34. All business transacted at an Extraordinary General Meeting shall be deemed special.

PROCEEDINGS AT GENERAL MEETINGS

35. No business shall be transacted at any General Meeting unless a quorum of members is present. A quorum shall be 25% of the membership at the time the notice of the General Meeting is issued.
36. If within half an hour from the time appointed for any General Meeting a quorum is not present, the Meeting, if convened by the requisition of the members, shall be dissolved. If in any other case a quorum is not present, the General Meeting shall stand adjourned for twenty minutes and after this time the members present shall form the quorum and the meeting will proceed.
37. The Chairman may with the consent of the Meeting adjourn any Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the Meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
38. At any General Meeting (unless a poll is demanded by at least five members or The Chairman) declaration by The Chairman that a resolution has been carried or lost and

an entry to that effect in the Minute Book of The Crescent, when confirmed and signed at the next succeeding Meeting, shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

39. If at any General Meeting a poll is demanded by five or more members or The Chairman it shall be taken in such manner (including the use of ballot papers) as The Chairman directs and the result of such poll shall be deemed to be the resolution of The Crescent. In the case of an equality of votes, The Chairman shall be entitled to a second or casting vote. The demand for a poll may be withdrawn.

VOTING

40. Upon a show of hands or upon a poll each member shall have one vote.
41. Any corporation which is a member of The Crescent may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of The Crescent, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of The Crescent.

MINUTES

42. Minutes shall be kept of the proceedings of every Meeting of The Crescent and the Board of Management in a book or books to be kept for that purpose and they shall if confirmed be signed by The Chairman of the General Meeting or of the Meeting of the Board of Management next following respectively.

ACCOUNTS

43. The Board of Management shall cause proper books of account to be kept in respect of
- (1). All sums of money received and expended by The Crescent and the matters in respect of which such receipts and expenditure take place,
 - (2). All sales and purchases of goods by The Crescent, and
 - (3). The assets and liabilities of The Crescent.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of The Crescent and to explain its transactions.

44. The books of account shall be kept at the registered office of The Crescent, or subject to Section 147 (3) of the Companies Act 1948, at such other place or places as the Board of Management shall think fit and shall always be open to the inspection of the Board of Management.
45. At the Annual General Meeting in every year the Board of Management shall lay before The Crescent a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of The Crescent) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board of Management and the Auditors and copies of such account, balance sheet and reports (all of which shall be

framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same, shall not less than twenty-one clear days before the date of the Meeting to be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The auditors report shall be open to inspection and be read before the Meeting as required by Section 162 of the Companies Act 1948.

AUDIT

46. Once at least in every year the accounts of The Crescent shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
47. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Companies Act 1948.

ALTERATIONS TO ARTICLES

48. The Crescent may by Special Resolution repeal or alter all or any of these Articles and make new Articles in lieu of or in addition to any of these Articles and any such new Articles shall be subject to repeal or alteration in like manner.

NOTICES

49. (1) The Crescent may give any notice to a member either:
- a. personally; or
 - b. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - c. by leaving it at the address of the member; or
 - d. by giving it using electronic communications to the member's address.
- (2) A member who does not register an address with the Crescent or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Crescent.
50. (1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- (2) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- (3) A notice shall be deemed to be given:
- a. (a) 48 hours after the envelope containing it was posted; or
 - b. (b) in the case of an electronic communication, 48 hours after it was sent.
- (4) A member present in person at any meeting of the Crescent shall be deemed to have received notice of the meeting and of the purposes for which it was called.

51. Notice of every General Meeting shall be given in any manner hereinbefore authorised to :-

- (A). every member except those members who (having no registered address within the United Kingdom) have not supplied to The Crescent an address within the United Kingdom for the giving of notices to them;
- (B). every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (C). The Auditor for the time being of The Crescent.

No other person shall be entitled to receive notices of General Meetings.

DEPUTY SECRETARY

52. The Board of Management may appoint any person to act as Assistant or Deputy Secretary; and if the office of Secretary shall be vacant or if there is for any other reason no Secretary capable of acting, anything required or authorised to be done by or to The Secretary may be done by or to such Assistant or Deputy Secretary or if there is no Assistant or Deputy Secretary capable of acting, by or to any other officer of The Crescent authorised generally or specially in that behalf by the Board of Management.

SEAL

53. The Board of Management shall provide a Common Seal with the name of The Crescent engraved thereon. Such Common Seal shall not be used except under and by virtue of a minute of the Board of Management and in the presence of two members of the Board of Management and The Secretary or such other person as the Board of Management may appoint for the purpose, and those two members of the Board of Management and The Secretary or other person as aforesaid shall attest the execution of every deed or document to which the Seal shall be so affixed.

DISSOLUTION

54. Clause 7 of the Memorandum of Association of The Crescent relating to the winding up and dissolution of The Crescent shall have effect as if the provisions thereof were repeated in these Articles.

INDEMNITY

55. Subject to the provisions of the Companies Act 1948 (and the Memorandum of Association) every member of the Board of Management, Auditors, Secretary, or other officer of The Crescent shall be entitled to be indemnified by The Crescent against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.