

THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION OF GUIDE BRIDGE THEATRE LTD

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OF
GUIDE BRIDGE THEATRE LTD**

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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1	Defined terms
1.1	No regulations set out in any Act or subordinate legislation concerning companies, including the model articles prescribed under section 19 of the Companies Act 2006, shall apply to the company, but the following shall be the articles of association of the company.
1.2	In the articles, unless the context requires otherwise the terms in column 1 have the meaning as set out in column 2
Column 1	Column 2
Articles	the Company's Articles of Association;
bankruptcy	including individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
Chairman	as set out in article 12
Chairman of the meeting	as set out in article 25
Companies Acts	as defined in section 2 of the Companies Act 2006, in so far as they apply to the company
Director	a Director of the Company, and includes any person occupying the position of director, by whatever name called
document	includes, unless otherwise specified, any document sent or supplied in electronic form
electronic form	as given in section 1168 of the Companies Act 2006
Member	as given in section 112 of the Companies Act 2006;
ordinary resolution	as given in section 282 of the Companies Act 2006
participate	in relation to a directors' meeting, has the meaning given in article 10
proxy notice	as given in article 31
special resolution	as given in section 283 of the Companies Act 2006
subsidiary	as given in section 1159 of the Companies Act 2006
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	Liability of members
	The liability of each Member is limited to £1, 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 is a member or within one year after he ceases to be a member, for-
a)	payment of the Company's debts and liabilities contracted before he ceases to be a Member,
b)	payment of the costs, charges and expenses of winding up, and
c)	adjustment of the rights of the contributories among themselves

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

3	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.
4	Members' reserve power
4.1	The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
4.2	No such special resolution invalidates anything which the Directors have done before the passing of the resolution
5	Directors may delegate
5.1	Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the articles:-
a)	to such person or committee;
b)	by such means (including by power of attorney);
c)	to such an extent;
d)	in relation to such matters or territories; and
e)	on such terms and conditions
	as they think fit.
5.2	If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
5.3	The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

6	Committees
6.1	Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
6.2	The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7	Directors to take decisions collectively	
7.1	The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.	
7.2	If—	
	a)	the Company only has one Director, and
	b)	No provision of the Articles requires it to have more than one Director,
	the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.	
8	Unanimous decisions	
8.1	A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.	
8.2	Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.	
8.3	References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.	
8.4	A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.	
9	Calling a Directors' meeting	
9.1	Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.	
9.2	Notice of any Directors' meeting must indicate—	
	a)	its proposed date and time;
	b)	where it is to take place; and
	c)	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.

9.3	Notice of a Directors' meeting must be given to each Director, but need not be in writing.
9.4	Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
10	Participation in Directors' meetings
10.1	Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
	a) the meeting has been called and takes place in accordance with the Articles, and
	b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
10.2	In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
10.3	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.
11	Quorum for Directors' meetings
11.1	At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
11.2	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 two.
11.3	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—
	a) to appoint further Directors, or
	b) to call a general meeting so as to enable the members to appoint further Directors.
12	Chairman
12.1	The Directors may appoint a Director to be designated as the chair of the board of Directors
12.2	The person so appointed for the time being is known as the Chairman.
12.3	The Directors may terminate the Chairman's appointment at any time.
12.4	If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
13	Casting vote
13.1	If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
13.2	But this does not apply if, in accordance with the Articles, the Chairman or

	other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
14	Conflicts of interest
14.1	If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
14.2	But if paragraph (3) applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
14.3	This paragraph applies when—
	a) the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process,
	b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
	c) the Director's conflict of interest arises from a permitted cause.
14.4	For the purposes of this Article, the following are permitted causes—
	a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries,
	b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
	c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
14.5	For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
14.6	Subject to paragraph (7), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive.
14.7	If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15	Records of decisions to be kept
	The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.
16	Directors' 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 OF DIRECTORS

17	Methods of appointing Directors
17.1	Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director—
	a) by ordinary resolution, or
	b) by a decision of the Directors, pursuant to paragraph (4) below.
17.2	In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a Director.
17.3	For the purposes of paragraph (2), where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
17.4	For the purposes of paragraph (1)(b) any person appointed by the Directors shall hold office until the next annual general meeting, convened in accordance with the Rules & Byelaws, at which their appointment shall be approved. If such resolution to approve their appointment is placed before the Company at the annual general meeting and is not passed that Director's office shall be terminated with immediate effect, regardless of anything contained elsewhere in these articles. If the appointment is not so approved by omission from the business of the annual general meeting, then this shall not constitute a termination of the Director's appointment and the approval by the Members shall be sought at the next general meeting, whether or not that be convened as an annual general meeting.
18	Termination of Director's appointment
	A person ceases to be a Director as soon as—
	a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
	b) a bankruptcy order is made against that person;
	c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
	d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become

		physically or mentally incapable of acting as a Director and may remain so for more than three months,
	e)	by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
	f)	notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

PART 3 MEMBERS BECOMING AND CEASING TO BE A MEMBER

19	Membership
	All matters pertaining to becoming and ceasing to be a Member of the Company shall be contained in the Company's Membership Policy from time to time and as agreed by the Members at a general meeting.
20	Not used.

ORGANISATION OF GENERAL MEETINGS

21	Attendance and speaking at general meetings
21.1	A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
21.2	A person is able to exercise the right to vote at a general meeting when—
	a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
	b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting,
21.3	The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
21.4	In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
21.5	Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
22	Quorum for general meetings
	No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum for any general meeting, including an annual general meeting, shall be ten.

23	Chairing general meetings	
23.1	If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.	
23.2	If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—	
	a)	the Directors present, or
	b)	(if no Directors are present), the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
23.3	The person chairing a meeting in accordance with this article is referred to as "the Chairman of the meeting".	
24	Attendance and speaking by Directors and non-members	
24.1	Directors may attend and speak at general meetings, whether or not they are Members.	
24.2	The Chairman of the meeting may permit other persons who are not Members of the company to attend and speak at a general meeting.	
25	Adjournment	
25.1	If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.	
25.2	The Chairman of the meeting may adjourn a general meeting at which a quorum is present if—	
	a)	the meeting consents to an adjournment, or
	b)	it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
25.3	The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.	
25.4	When adjourning a general meeting, the Chairman of the meeting must—	
	a)	either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
	b)	have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
25.5	If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given:-	
	a)	to the same persons to whom notice of the Company's general meetings is required to be given, and

	b)	containing the same information which such notice is required to contain.
25.6		No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

26	Voting: general	
	A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.	
27	Errors and disputes	
27.1	No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.	
27.2	Any such objection must be referred to the chairman of the meeting whose decision is final.	
28	Poll votes	
28.1	A poll on a resolution may be demanded—	
	a)	in advance of the general meeting where it is to be put to the vote, or
	b)	at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
28.2	A poll may be demanded by—	
	a)	the Chairman of the meeting;
	b)	the Directors;
	c)	two or more persons having the right to vote on the resolution; or
	d)	a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
28.3	A demand for a poll may be withdrawn if—	
	a)	the poll has not yet been taken, and
	b)	the Chairman of the meeting consents to the withdrawal.
28.4	Polls must be taken immediately and in such manner as the Chairman of the meeting directs.	
29	Content of proxy notices	
29.1	Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—	
	a)	states the name and address of the member appointing the proxy;
	b)	identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

	c)	is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
	d)	is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
29.2		The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
29.3		Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
29.4		Unless a proxy notice indicates otherwise, it must be treated as—
	a)	allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
	b)	appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
30		Delivery of proxy notices
30.1		A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid proxy notice has been delivered to the company by or on behalf of that person.
30.2		An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
30.3		A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
30.4		If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.
31		Amendments to resolutions
31.1		An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
	a)	notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine), and
	b)	the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
31.2		A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
	a)	the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

	b)	the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
31.3		If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

32	Means of communication to be used	
32.1	Subject to the articles, anything sent or supplied by or to the Company under the Articles 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 or to the Company.	
32.2	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 by which that Director has asked to be sent or supplied with such notices or documents for the time being.	
	A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.	
33	Company seals	
33.1	Any common seal may only be used by the authority of the Directors.	
33.2	The Directors may decide by what means and in what form any common seal is to be used.	
33.3	Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.	
33.4	For the purposes of this Article, an authorised person is—	
	a)	any Director of the Company
	b)	the Company secretary (if any); or
	c)	any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
34	No right to inspect accounts and other records	
	Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.	
35	Provision for employees on cessation of business	
	The Directors may decide to make provision for the benefit of persons	

	employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.
36	Secretary
	The Directors may appoint a secretary (or joint secretaries) at such remuneration and upon such conditions as they may think fit; and any secretary so appointed maybe removed by them.

DIRECTORS' INDEMNITY AND INSURANCE

37	Indemnity
37.1	Subject to paragraph (2), a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against—
	a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
	b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
	c) any other liability incurred by that Director as an officer of the Company or an associated company.
37.2	This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
37.3	In this Article-
	a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
	b) a "relevant director" means any Director or former Director of the Company or an associated company.
38	Insurance
38.1	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.
38.2	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 maybe 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.

SINGLE-MEMBER COMPANY, INCOME AND PROPERTY AND DISSOLUTION OF THE COMPANY

39	Modification of articles if single-member company
	If, and for so long as, the Company has only one Member, the sole Member of the Company (or the proxy, or, if the Member is a body corporate, the authorised representative, of the sole Member representing that Member at the relative general meeting) shall be the Chairman of any general meeting of the Company and article 29 shall be modified accordingly) and all other provisions of these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a Company which has only one member.
40	Income and property and Dissolution of the Company
40.1	The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as set out in Article 42 and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Company but so that nothing herein contained shall prevent the payment in good faith of remuneration to any Director, officer or servant of the Company or to any Member of the Company in return for services rendered to the Company.
40.2	If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company or to another body the objects of which are the promotion of charity or anything incidental or conducive thereto (whether or not such institution or body is a member of the company), and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of this article, such institution or institutions or body to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object.

RULES AND BYE-LAWS

41	Rules and bye-laws
	<p>The Directors shall have power from time to time to make, alter and repeal all such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and may include therein provisions defining privileges and benefits accruing to Members the election of a President, Vice-President and Treasurer and the rights and privileges attaching to either office, the admission and retirement of Members and the conditions attached thereto and the basis on which such privileges and benefits may be terminated, and the subscriptions and entrance or other fees payable, and shall adopt such means as they deem sufficient to bring to the notice of the Members of the Company all such rules or bye-laws, alterations, and repeals, and all such rules or bye-laws so long as they shall be in force shall be binding upon all Members of the Company, provided nevertheless that no bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Articles of Association of the Company and that any rule or bye-law may be set aside by an ordinary resolution of the Members of the Company.</p>

OBJECTS

42	Objects of the Company
The objects for which the Company is established are:	
A	<p>i) To bring benefit to the community and community organisations of Tameside Metropolitan Borough and surrounding areas in particular and to the public generally by the provision and maintenance of a Clubhouse and Theatre at Audenshaw Road, Audenshaw, Manchester or any other associated or successor premises and thereat to engage in all things necessary to provide the presentation of plays, play readings, concerts, dances and/or other entertainment and any activities of a cultural nature and the provision of opportunities and facilities for recreation, social activities and refreshments, and</p> <p>ii) To engage in the general promotion of commerce, art, science, education, religion, charity or any profession-, to facilitate the exchange of information and experience of members and to promote awareness of any of these areas generally, to act as a coordinating body and catalyst of member organisations, in furtherance of these objects, to initiate, propose, participate in and contribute to new activities and projects, to organise international congresses, seminars and conferences, to promote the publication of journals, reports, recommendations and other publications and to initiate and maintain contacts with other organisations.</p>
B	To carry on any other lawful activity which is incidental to or conducive to all or

	any of the above objects.
C	To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, casements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, sock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
D	To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
E	To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
F	For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
G	To receive money on deposit or loan upon such terms as the Company may approve.
H	To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding

	or Subsidiary company or otherwise associated with the Company in business.
I	To establish and maintain or procure the establishment and maintenance of any noncontributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
J	To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
K	To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
L	To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
M	To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of: or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
N	To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or

	interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
O	To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
P	To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
Q	To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase of all or a controlling interest in the shares or stock of any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
R	To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.
S	To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
T	To do all such things as are incidental or conducive to the above objects or any of them.
And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.	