

Company number: 00456573

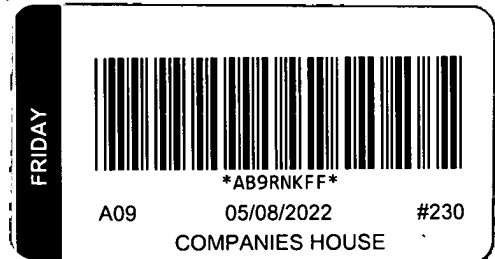
Charity number: 251765

**The Companies Act 2006**

**Company limited by guarantee and not having a share capital**

**Special Resolution  
of**

**Cheltenham Festivals  
("the Company")**



Circulation Date: **22 June** 2022

Pursuant to chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a written resolution ("the Resolution"):

**Resolution**

*THAT clause 5 of the memorandum of association of the Company (albeit such provisions are treated as provisions of the articles of association under section 28 of the Companies Act 2006) shall be deleted and replaced with the following wording (and all subsequent clauses shall be renumbered accordingly):*

**"5 Application of income and property**

**5(1)** *The income and property of the charity shall be applied solely towards the promotion of the objects of the Association.*

**5(2)(a)** *A Director is entitled to be reimbursed from the property of the Association or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Association.*

**5(2)(b)** *A Director may benefit from trustee indemnity insurance cover purchased at the Association's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.*

**5(2)(c)** *A Director may receive an indemnity from the charity in the circumstances specified in Article 72 of the Articles of Association.*

**5(2)(d)** *A director may not receive any other benefit or payment unless it is authorised by Clause 6 hereof.*

**5(3)** *Subject to Clause 6 hereof, none of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Association. This does not prevent a member who is not also a Director receiving:*

**5(3)(a)** *a benefit from the Association in the capacity of a beneficiary of the Association;*

5(3)(b) *reasonable and proper remuneration for any goods or services supplied to the Association.*

**6 Benefits and payments to Directors and connected persons**

**6(1) General provisions**

6(1)(a) No Director or connected person may:

- (i) *buy any goods or services from the Association on terms preferential to those applicable to members of the public;*
- (ii) *sell goods, services, or any interest in land to the Association;*
- (iii) *be employed by, or receive any remuneration from, the Association;*
- (iv) *receive any other financial benefit from the Association.*

*unless the payment is permitted by sub-clause 6(2), or authorised by the court or the prior written consent of the Charity Commission has been obtained.*

*In this Clause 6 a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.*

**6(2) Scope and powers permitting Directors' or connected persons' benefits**

6(2)(a) *A Director or connected person may receive a benefit from the Association in the capacity of a beneficiary of the Association provided that a majority of the Directors do not benefit in this way.*

6(2)(b) *A Director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Association where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.*

6(2)(c) *Subject to sub-clause 6(3), a Director or connected person may provide the Association with goods that are not supplied in connection with services provided to the Association by the Director or connected person.*

6(2)(d) *A Director or connected person may receive interest on money lent to the Association at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).*

6(2)(e) *A Director or connected person may receive rent for premises let by the Director or connected person to the Association. The amount of the rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.*

6(2)(f) A Director or connected person may take part in the normal trading and fundraising activities of the Association on the same terms as members of the public.

6(3) Payment for supply of goods only – controls

6(3)(a) The Association and its Directors may only rely upon the authority provided by sub-clause 6(2)(c) if each of the following conditions is satisfied:

- (i) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Association or its Directors (as the case may be) and the Director or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Association.
- (ii) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (iii) The other Directors are satisfied that it is in the best interests of the Association to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Directors must balance the advantage of contracting with a Director or connected person against the disadvantages of doing so.
- (iv) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Association.
- (v) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
- (vi) The reason for their decision is recorded by the Directors in the minute book.
- (vii) A majority of the Directors then in office are not in receipt of remuneration or payments authorised by Clause 6 hereof.

6(4) In sub-clauses 6(2) and 6(3):

6(4)(a) 'Association' includes any company in which the Association:

- (i) holds more than 50% of the shares; or
- (ii) controls more than 50% of the voting rights attached to the shares; or
- (iii) has the right to appoint one or more directors to the board of the company.

6(4)(b) connected person' means:

- (i) a child, parent, grandchild, grandparent, brother or sister of the Director;

- (ii) *the spouse or civil partner of the Director or of any person falling within sub-clause 6(4)(b)(i);*
- (iii) *a person carrying on business in partnership with the Director or with any person falling within sub-clause 6(4)(b)(i) or 6(4)(b)(ii);*
- (iv) *an institution which is controlled:*
  - a. *by the Director or any connected person falling within sub-clause 6(4)(b)(i) or 6(4)(b)(ii) or 6(4)(b)(iii); or*
  - b. *by two or more persons falling within sub-clause 6(4)(b)(iv)(a), when taken together;*
- (v) *a body corporate in which:*
  - a. *the Director or any connected person falling within subclauses 6(4)(b)(i) or 6(4)(b)(ii) or 6(4)(b)(iii) has a substantial interest; or*
  - b. *two or more persons falling within sub-clause 6(4)(b)(v)(a) who, when taken together, have a substantial interest.*

*Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this sub-clause 6(4)(b)."*

*AND THAT clause 60 (b) of the articles of association of the Company shall be deleted and replaced with the following wording:*

*"(b) The Board may also from time to time and at any time appoint a treasurer, festivals organiser and such other officers as they may from time to time deem necessary; and any such officer may be removed by it. A provision of the Act or these Articles requiring, or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary."*

## **Agreement**

Please read the notes at the end of this document before signing to confirm your agreement to the Resolution.

The undersigned, a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

- b. two or more persons falling within sub-clause 6(4)(b)(v)(a) who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this sub-clause 6(4)(b)."

AND THAT clause 60 (b) of the articles of association of the Company shall be deleted and replaced with the following wording:

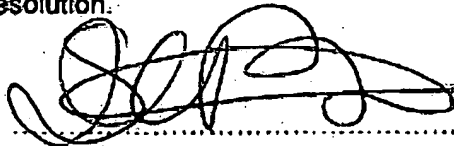
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#### Agreement

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The undersigned, a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

Signed



Name

MRS. SUSAN BLANCHFIELD

Date


18 July 2022

Notes

Signed

Name

Date

  
Peter Bond  
12 July 2022

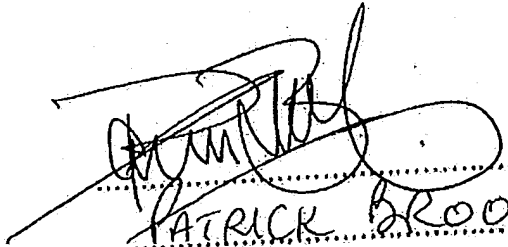
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  - a. hand (by bringing it to Hub8, Unit H, Brewery Quarter, Cheltenham, Glos, GL50 3FF
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Signed

Name


Date

  
PATRICK BROOKE  
22/06/22

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Signed



Name

BRIAN CARVELL

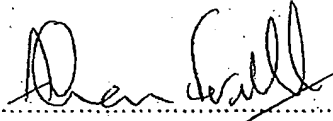
Date

6th July 2022

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Signed



Name

ADRIAN FARNEL

Date

23/6/22

#### Notes

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Signed

Name

Date

Helena Bibby  
22nd June 2022

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## Agreement

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The undersigned, a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

Signed .....

Name .....

Date .....

*Beverly Crane*  
*Beverly Crane*  
*24 June 2022*

## Notes

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Signed



Name

CAROLINE HUTTON

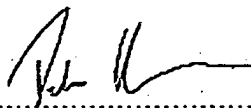
Date

27 / 6 / 2022

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Signed



Name

PETER HOWARD

Date

25.06.22

### Notes

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PH  
25.06.22

*Virginia Isaac*

Signed

.....  
SUSAN VIRGINIA ISAAC

Name

.....  
28/06/2022

Date

.....

### Notes

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CHUN F. OKANG  
25/6/22

agree with the Resolution, please indicate your agreement by signing argument where indicated above and returning it to the Company. You can do so by:

in person (by bringing it to Hub8, Unit H, Brewery Quarter, Cheltenham, Gloucestershire, GL50 3FF

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Secretary

### Agreement

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Signed

Name

Date



Jeremy Lewis

23/2/22

### Notes

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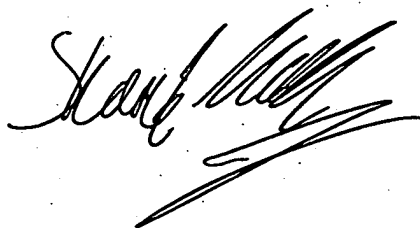
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c. by email to

[helena.dobby@cheltenhamcountryside.com](mailto:helena.dobby@cheltenhamcountryside.com)

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Signed



Name Shamil Makhecha

Date 28.06.2022

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b. two or more persons falling within sub-clause 6(4)(b)(v)(a) who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this sub-clause 6(4)(b).

AND THAT clause 60 (b) of the articles of association of the Company shall be deleted and replaced with the following wording:

(b) The Board may also from time to time and at any time appoint a treasurer, festivals organiser and such other officers as they may from time to time deem necessary, and any such officer may be removed by it. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

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Signed

Name

Date

  
FIONA McLEOD.  
24.6.22

Notes

Signed

Lucy Morris

Name

LUCY MORRIS

Date

28/05/22

#### Notes

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The undersigned, a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

Signed

KEITH NORTON

Name

KEITH NORTON

Date

26th JUNE 2022

Notes

- b. two or more persons falling within sub-clause 6(4)(b)(v)(a) who, when taken together, have a substantial interest.

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#### Agreement

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The undersigned, a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

Signed



Name

MARIE PHILIP SØRENSEN

Date

27<sup>th</sup> JUNE 2022

Notes

Signed

Name

Date

*Done Hill*  
*Done Hill (Savoy)*  
*25/6/2022*

#### Notes

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Signed

+ Rachel Treweek

Name

RACHEL TREWEEK

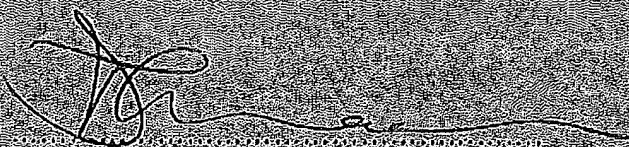
Date

6 JULY 2022

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3. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
4. Unless within the period of 28 days beginning with the Circulation Date above, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches use before the expiry of this period.

Signed



Name

DEBORAH THACKER

Date

22 June 2022

### Notes

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. You can return it to the Company by:
  - a. hand (by bringing it to Hub8, Unit H, Brewery Quarter, Cheltenham, Glos, GL50 3FF
  - b. by post to Hub8, Unit H, Brewery Quarter, Cheltenham, Glos, GL50 3FF (marked for the attention of Helena Bibby);
  - c. by email to [helena.bibby@cheltenhamfestivals.com](mailto:helena.bibby@cheltenhamfestivals.com).
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4. Unless within the period of 28 days beginning with the Circulation Date above, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the expiry of this period.

Signed



Name

CLIVE THOMAS

Date

26/06/2022

### Notes

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. You can return it to the Company by:
  - a. hand (by bringing it to Hub8, Unit H, Brewery Quarter, Cheltenham, Glos, GL50 3FF
  - b. by post to Hub8, Unit H, Brewery Quarter, Cheltenham, Glos, GL50 3FF (marked for the attention of Helena Bibby);
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Signed

Name

Date

*J F Bibby*  
*J F Bibby*  
*14 July 2022*

#### Notes

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. You can return it to the Company by:
  - a. hand (by bringing it to Hub8, Unit H, Brewery Quarter, Cheltenham, Glos, GL50 3FF
  - b. by post to Hub8, Unit H, Brewery Quarter, Cheltenham, Glos, GL50 3FF (marked for the attention of Helena Bibby);
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