

**THE COMPANIES ACT 1985 TO 1989**

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

**ARTICLES OF ASSOCIATION**

**OF**

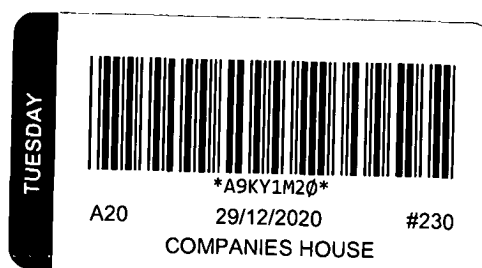
**OPERA RARA**

(As amended by Special Resolution passed on 14 December 20)

**INTERPRETATION**

1. In these Articles the following terms shall have the following meanings:

Words	Meanings
"the Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force;
"the Articles"	these Articles of Association;
"the Charity"	Opera Rara;
"Chair"	the chair for the time being of the Trustees appointed pursuant to these Articles;
"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;



"Member(s)"

a company member/the company  
members for the time being of the  
Charity;

"Secretary"

the company secretary for the time being  
of the Charity as defined in the Act;

"Trustee(s)"

a director/the directors for the time being  
of the Charity as defined in the Act;

"In writing"

written, printed, faxed or any other mode  
of representing or reproducing words in a  
visible form

Words indicating the singular shall include the plural and vice versa; Words

indicating one gender only shall include the other genders; and

Unless the context otherwise requires any words or expressions defined in the Act shall bear the same meanings in these Articles (excluding any modification not in force when the Articles became binding on the Charity).

## **MEMBERS**

2. The Members shall be any such persons as the Members shall by unanimous resolution admit to membership.

### **CESSATION OF MEMBERSHIP**

3. Membership shall not be transferable. A Member shall cease to be a Member, if the Member is a Trustee, on termination of his/her Trusteeship and otherwise:
  - a. on the expiry of at least seven clear days' written notice given to the Charity of his/her intention to withdraw;
  - b. if he/she makes any arrangement or composition with his/her creditors generally or becomes bankrupt;
  - c. upon his/her death or if he/she becomes of unsound mind in the reasonable opinion (as expressed by resolution) of the Members.
  - d. a resolution of the Members is passed by at least a three-quarter majority to remove the Member on the grounds that his/her continued membership would not be beneficial to the Charity and provided that the Member has been given a reasonable opportunity to make written representations to the other Members following written notice that such a resolution is proposed.

### **GENERAL MEETINGS**

4.
  - a. The Charity shall hold an Annual General Meeting ("AGM") once in each calendar year at such times and places as the Trustees shall think fit. Not more than 15 months shall pass between the date of one AGM and the next.
  - b. The business conducted at each AGM shall include a report on behalf of the Trustees on the work and activities of the previous year and the presentation to the AGM of the audited accounts for the previous financial year of the Charity.
5. The Trustees may call general meetings in addition to an AGM (called Extraordinary General Meetings ("EGMs")). The Trustees shall call an EGM on receiving a requisition to that effect, signed by any two Members.

6. Subject to unanimous contrary agreement of the Members an AGM and an EGM called to pass a special resolution or a resolution appointing a person as a Trustee shall be called by 21 clear days' written notice and any other EGM shall be called by 14 clear days' written notice.
7. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an AGM, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect.
8. Notice of general meetings shall be given to every Member and to the auditors of the Charity.

### **PROCEEDINGS AT GENERAL MEETINGS**

9. No business shall be transacted at any general meeting unless a quorum is present. At least three Members present shall be a quorum.
10. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or at such other time and place as the Trustees may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
11. The Chair shall preside as chair of a general meeting, but if the Chair is not present within fifteen minutes after the time appointed for holding the meeting the Members present shall elect one of their number to be chair of the meeting.
12. The chair of the meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give such notice.

13. A resolution put to the vote of a meeting shall be decided on a show of hands.
14. A declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.
15. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.
16. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he/she was present shall be as valid and effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more members.

#### **VOTES OF MEMBERS**

17. Each Member present shall have one vote. In the case of an equality of votes the chair of the meeting shall be entitled to a casting vote in addition to any other vote he/she may have.

#### **TRUSTEES**

18. The Trustees shall be elected annually at the AGM and shall at the end of each period in office be eligible for re-election. (In the event that such elections for any reason do not take place in any year the incumbent Trustees shall be deemed to have been re-elected during such year). Any casual vacancy may be filled by resolution of the Trustees, which shall be effective until the following AGM. The minimum number of Trustees shall be three.

#### **POWERS OF TRUSTEES**

19. Subject to the Act, the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the

Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

20. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
21. The Trustees may act notwithstanding any vacancy in their body, provided that in the event that the Trustees shall at any time be or be reduced in number to less than three, it shall be lawful for them to act for the purpose of admitting persons as Members, appointing a Trustee to fill a vacancy, or of summoning a general meeting, but not for any other purpose.
22. The Trustees shall have power to resolve pursuant to clause 46(n) of the Articles to effect Trustees Indemnity Insurance notwithstanding their interest in such policy.

#### **PROCEEDINGS OF TRUSTEE'S MEETINGS**

23. Subject to the Articles, the Trustees may regulate their proceedings as they think fit. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Trustees stating the general particulars of all business to be considered at such meeting shall be given to each Trustee at least three clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote.
24. The Trustees may elect a chair from among their number and resolve for what period he/she is to hold office.

25. The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be two.
26. The Chair shall preside at every meeting of Trustees at which he/she is present. If there is no Trustee holding that office, or if the Trustee is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair the meeting.
27. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
28. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of the board of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) of such committee duly convened and held and may consist of several documents in the like form each signed by one or more Trustees or (as the case may be) committee members.

#### **DETERMINATION OF TRUSTEESHIP**

29. A Trustee's term of office shall automatically terminate if he/she:
  - a. is disqualified from acting as a charity trustee;
  - b. becomes of unsound mind in the reasonable opinion (as expressed by resolution) of the Members;
  - c. resigns in writing to the Charity as a Trustee (provided the number of Trustees is not thereby reduced to less than two);
  - d. ceases to be a Member.

#### **DELEGATION OF TRUSTEES POWERS**

30. a. The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee.

- b. The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number).
  - c. The composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify.
  - d. The deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary.
  - e. All delegations under this Article shall be revocable at any time.
  - f. The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.
  - g. For the avoidance of doubt the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee provided always that no committee shall incur expenditure on behalf of the Charity except in accordance with a budget which has been approved by the Trustees.
31. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

#### **INVESTMENT MANAGEMENT**

32. a. The Trustees may appoint as the investment manager for the Charity a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is either:



- i. an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the financial services legislation applicable at the time of appointment.
  - ii. an association or firm of repute which is an authorised or exempt person within the meaning of that legislation.
- b. The Trustees may delegate to an investment manager so appointed power at the discretion of the investment manager to buy and sell investments for the Charity on behalf of the Trustees in accordance with the investment policy laid down by the Trustees. The Trustees may do so only on terms consistent with this clause.
- c. Where the Trustees make any delegation under this clause they shall:
  - i. inform the investment manager in writing of the extent of the Charity's investment powers
  - ii. lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it;
  - iii. ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
  - iv. ensure that they are kept informed and review on a regular basis the performance of their investment portfolio managed by the investment manager and on the exercise by the investment manager of the delegated authority;
  - v. take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority; and
  - vi. review the appointment at such intervals not exceeding 24 months as they think fit.

33. Where the Trustees make any delegation under this clause they shall do so on the terms that:
- (a) the investment manager shall comply with the terms of the delegated authority;
  - (b) the investment manager shall not do anything which the Trustees do not have the power to do;
  - (c) the Trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms of this clause; and
  - (d) the Trustees shall give directions to the investment manager as to the manner in which the investment manager is to report to them all sales and purchases of investments made on their behalf.

#### **REGULATIONS**

34. The Trustees shall have power from time to time to make repeal or alter regulations as to the management of the Charity and its affairs as to the duties of any officers or employees of the Charity and as to the conduct of business by the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that the same shall not be inconsistent with the Articles.

#### **SECRETARY**

35. Subject to the Act, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they think fit, and may be removed by them.

#### **MINUTES**

36. The Trustees shall cause minutes to be made in books kept for the purpose:
- a. of all appointments made by the Charity; and
  - b. of all proceedings at meetings of the Charity and of the Trustees, and of committees of the Charity.

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were held, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee, be sufficient evidence of the proceedings.

## **RECORDS AND ACCOUNTS**

37.1 The Trustees shall comply with the requirements of the Act and of the Charities Act 2011 (and any amendments, modifications or re-enactments thereof) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- a. annual reports;
- b. annual returns;
- c. annual statements of account;

37.2 The Trustees shall keep proper records of:

- a. all proceedings at general meetings;
- b. all proceedings at meetings of the Trustees;
- c. all reports of committees; and,
- d. all professional advice obtained.

## **NOTICES**

38. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

39. The Charity may give any notice to a Member either personally or by sending it by facsimile transmission or post in a prepaid envelope addressed to the Member at his/her registered address by leaving it at that address.

40. A Member present, at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

41. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after it was transmitted or the envelope containing it was posted.

42. The accidental omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any general meeting.

### **DISSOLUTION**

43. Clauses 59 and 60 of these Articles shall apply in the case of the winding up of the Charity.

### **INDEMNITY**

44. Subject to the provisions of this Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which she 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 Charity, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

45. **Objects**

The objects of the Charity are:

- a. to advance the education of the public by encouraging and promoting the study of operatic art and in particular the lesser known works of operatic art; and,
- b. to further the education of young singers and artists by presenting them in operatic and orchestral performances and concerts.

46. **Powers**

In furtherance of these objects but not otherwise the Charity shall have the following powers:-

- a. to give and assist in giving performances of a high professional standard and in particular performances that are within the financial reach of schools, education authorities, music and art clubs, societies and festivals local authorities hospitals and any other such organisations in the provinces or elsewhere;
- b. to produce, commission, publish and distribute musical recordings and written materials recorded in any format or assist in such activities;
- c. to promote and carry out education and training and provide or assist in the provision of classes, courses, lectures, seminars and other educational events;
- d. to promote and carry out research, surveys, studies or other work, publishing the useful results;
- e. to carry on trade in the course of carrying out a primary object of the Charity or as a temporary activity ancillary to the Charity's objects;
- f. to engage employees and professional and other advisors;
- g. to grant and provide for pensions and retirement benefits for employees and their dependents;
- h. to purchase, take on lease, or in exchange, hire or otherwise acquire, any real or personal property and any rights or privileges and to construct maintain and alter any buildings necessary or convenient for the work of the Charity;
- i. to sell, let, mortgage, dispose of, or turn to account, all or any of the property or assets of the Charity;
- j. to undertake and execute any trusts which may lawfully be undertaken by the Charity;
- k. to borrow or raise money for the purposes of the Charity;
- l. to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;

- m. to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money;
  - n. to insure the Trustees against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless as to whether, the act or omission was a breach of trust or breach of duty or not and to insure them against the costs of a successful defence to any criminal prosecution brought against them as Charity trustees.
  - o. to do all such other things as will further the above objects or any of them.
47. The income and property of the Charity shall be applied solely towards the promotion of the objects of the Charity and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to the Members and so that no Trustee shall receive any remuneration or other benefit in money or money's worth PROVIDED that nothing herein shall prevent the payment in good faith of:
- a. reasonable and proper remuneration to any Member in return for services rendered to the Charity;
  - b. the payment of interest at a rate not exceeding five per cent per annum on money lent;
  - c. interest at a reasonable and proper rate for premises let to the Charity;
  - d. repayment of reasonable and proper out-of-pocket expenses;
  - e. payment to any company in which any Trustee is a member holding not more than one-hundredth part of the capital;
  - f. reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 46(n) of these articles.
  - g. Reasonable remuneration to Bruce Ford ("the Partnership") for work undertaken for the charity notwithstanding the fact that Mrs Ford is a partner in the business provided that Mrs Ford withdraws from any meeting of the Trustees whilst the remuneration of the Partnership is being discussed.
48. The liability of the Members is limited.

49. Every Member undertakes to contribute to the assets of the Charity, in the event of the same being wound up while he/she is a Member, or within one year after he/she ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before he/she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound.
50. If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable organisation or organisations having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property among its or their members, such organisation(s) to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable objects.