

1711502

**THE COMPANIES ACTS 1948 TO 1981**

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

**MEMORANDUM OF ASSOCIATION**

**THE SOUTHAMPTON NUFFIELD THEATRE TRUST**

The name of the Company (hereinafter called "the Trust") is The Southampton Nuffield Theatre Trust Limited.

The Registered Office of the Trust will be situate in England.

The objects for which the Trust is established are the encouragement of the Arts, the promotion and advancement of education and the cultivation and improvement of public education in drama, mime, opera, singing, music, dance, painting and sculpture, cinema, literature and the other arts (hereinafter called 'the Primary Objects'). In furtherance of the above objects but not further or otherwise the Trust shall have the following powers:-

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- (A) To present, promote, organise, manage and produce such plays, operas, operettas, dance, concerts, recitals, films, publications, radio broadcasts and television performances, lectures, exhibitions, musical, dramatic and other artistic entertainments, performances and exhibitions as will contribute to the attainment of the Primary Objects and to employ or authorise other persons, organisations, firms or companies to present, produce, manage, conduct or represent such dramatic, operatic, dance, musical or other artistic performances as aforesaid.
- (B) To carry on businesses of theatre, opera-house or picture gallery proprietors or agents, play, theatrical, operatic programme and general publishers and printers, scene, proscenium and general painters and decorators, theatrical, operatic and musical agents, retailers, caterers and victuallers (including the sale of intoxicating liquor) necessary for the attainment of the Primary Objects PROVIDED THAT the aforesaid power in relation to catering and victualling shall be restricted to the provision of food and drinks to persons attending such events as are specified in clause (A) above.
- (C) To purchase or otherwise acquire and obtain exclusive and other interests in copyrights and the rights of representation and any other rights of or in plays, operas, or other artistic compositions.

- (D) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges necessary or conducive for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary for the work of the Trust.
- (E) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust as may be thought expedient with a view to the promotion of the Primary Objects.
- (F) To undertake and execute any charitable trusts and commissions which may lawfully be undertaken by the Trust and may be conducive to the Primary Objects.
- (G) To borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit.
- (H) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or by law and subject also as hereinafter provided.

- (I) To establish, subsidize, 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 having primary objects wholly or partly similar to those of the Trust and for the purpose of promoting the Primary Objects of the Trust, to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity.
- (J) To take any gift of property, whether subject to any trust or not, for any one or more objects of the Trust.
- (K) To establish, promote, or assist any Company or Companies with charitable objects all or any of which are similar to objects of the Trust for the purpose of acquiring all or any of the property, rights and liabilities of the Trust or for the purpose of carrying on any activity which the Trust is authorised to carry on or for any other charitable purpose directly or indirectly calculated to benefit the Trust in furtherance of its objects.
- (L) To employ, contract with or otherwise commission or engage such persons, whether as employees, officers, advisers, entrepreneurs, impresarios or the like, and

to make such arrangements as to conditions of service, pensions and the like as are necessary for the promotion and attainment of the Primary Objects.

(M) To pay out of the funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust

(N) To do all such other things as are necessary to the attainment of the Primary Objects or any of them.

PROVIDED THAT:-

- (i) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The objects of the Trust shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.
- (iii) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required

by law, and as regards any such property the Board of Management of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Board of Management have been if no-incorporation had been effected and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court or the Charity Commissioners over such Board of Management, but they shall as regards any property be subject jointly and separately to such control or authority as if the Trust were not incorporated.

- 4 The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the Primary Objects of the Trust 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 Trust.

PROVIDED THAT nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration to Southampton University, Hampshire County Council or Southampton City Council in return for any services actually

rendered to the Trust, nor prevent the payment of interest at a rate not exceeding two per cent per annum less than the base lending rate for the time being prescribed by the bank appropriate for the Trust or three per cent whichever is the greater rate on money lent or reasonable and proper rent for premises demised or let by any Member to the Trust; but so that no Member of the Trust other than Southampton University, Hampshire County Council and Southampton City Council shall be paid any remuneration whatsoever or receive, from the Trust any benefit in money or money's worth other than reimbursement of out-of-pocket expenses incurred in the course of the business of the Trust and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust; provided that the provision last aforesaid shall not apply to any payment to any company of which a Member of the Trust may be a Member, and in which such Member shall not hold more than one hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5 The liability of the members is limited.

6 Every Member of the Trust undertakes to contribute to the assets of the Trust, 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 Trust contracted before he 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 £100.

7 If upon the winding up or dissolution of the Trust 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 Trust, but shall be given or transferred to some other institution or institutions having charitable objects similar to the Primary Objects of the Trust, 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 Trust under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

8 True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditures take place, of all sales and purchases of goods by the Trust and of the property, credits and liabilities of the Trust; 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 Trust 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 Trust shall be examined and the correctness of



WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

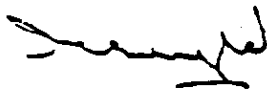
NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBER

THE COMMON SEAL of the UNIVERSITY)

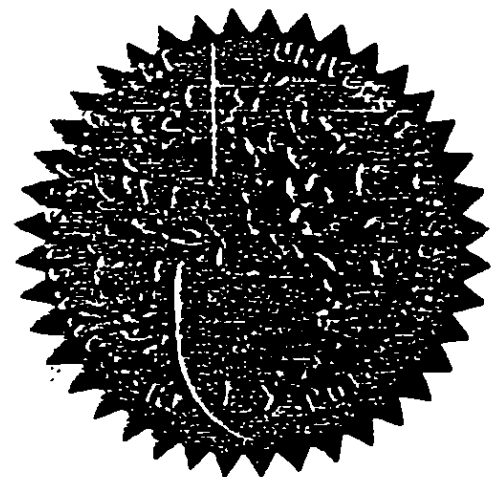
OF SOUTHAMPTON was hereunto

affixed in the presence of:-)

MEMBER OF THE COUNCIL



SECRETARY AND REGISTRAR

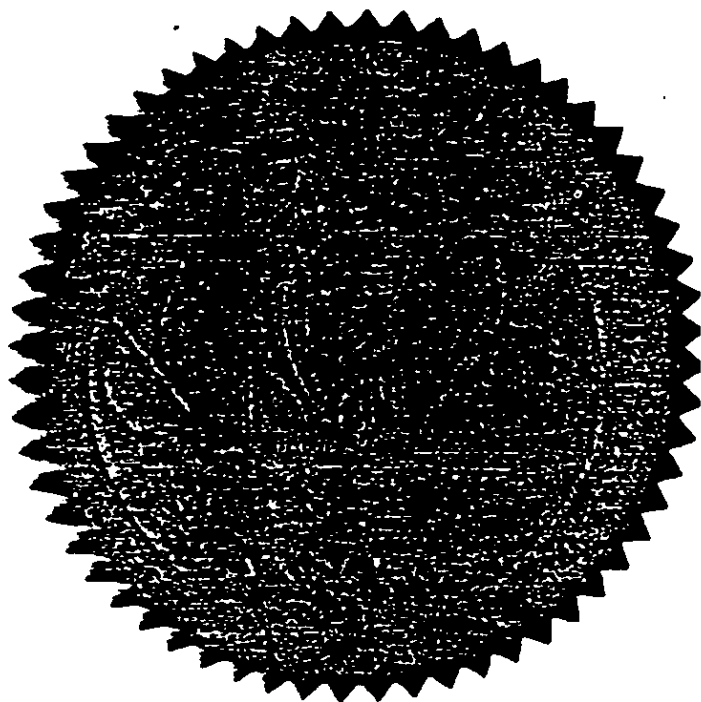


**DATED**

**day**

*November* **1982**

THE COMMON SEAL of SOUTHAMPTON ) CITY  
COUNCIL was hereunto affixed by Order of the Council)  
in the presence of:-)



*[Handwritten signature]*

CIT SECRETARY AND

SOLICITOR DATED Second day of November 1982

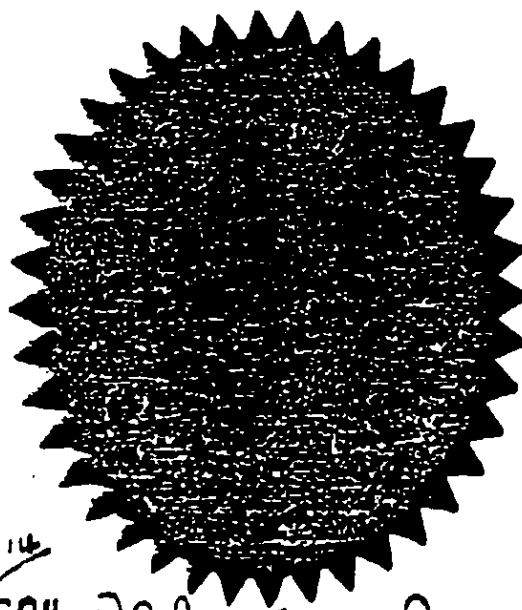
CIVIC CENTRE SOUTHAMPTON

18289

THE COMMON SEAL of HAMPSHIRE)

COUNTY COUNCIL was hereunto ) affixed in the  
presence of:-)

DATED First day of November 1982



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*[Handwritten signature]*  
COUNTY SECRETARY