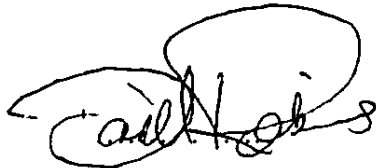


The Companies Acts 1985 to 2006
Company Limited by Guarantee and not having a Share Capital
CERTIFICATE OF PASSING OF SPECIAL RESOLUTION
of
Hackney Empire Ltd ("the Company")
Company No. 02060996

The special resolution set out below was passed as a written resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on 13th December, 2011

Subject to approval by the Charity Commission for England and Wales, that the draft Articles of Association attached annexed hereto be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of the Company's existing Articles of Association

Signed.



David Robins, CHAIR

Date

13 Dec 2011

FRIDAY



A14T1R8G

A20

16/03/2012

#141

COMPANIES HOUSE

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Company registration number 02060996

**Articles of Association
of
Hackney Empire Ltd**

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
018799/0005/000959720**

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Index to Articles of Association of Hackney Empire Ltd

INTERPRETATION.	1
1. Defined terms	1
OBJECTS AND POWERS ..	1
2. Objects	1
3. Powers	1
LIMITATION ON PRIVATE BENEFITS	5
4. Limitation on private benefits	5
LIMITATION OF LIABILITY	6
5. Liability of members	6
TRUSTEES	6
<i>TRUSTEES' POWERS AND RESPONSIBILITIES</i>	6
6. Trustees' general authority	6
7. Chair	6
8. Trustees may delegate	6
9. Committees	7
10. Delegation of day to day management powers	7
11. Delegation of investment management	8
12. Power to change name of Charity	8
<i>DECISION-MAKING BY TRUSTEES</i>	8
13. Trustees to take decisions collectively	8
14. Calling a Trustees' meeting	9
15. Participation in Trustees' meetings	9
16. Quorum for Trustees' meetings	10
17. Chairing of Trustees' meetings	10
18. Casting vote	10
19. Unanimous decisions without a meeting	10
20. Conflicts of interest	11
21. Register of Trustees' interests	12
22. Validity of Trustee actions	12
23. Trustee's discretion to make further rules	12
<i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i>	12
24. Number of Trustees	12
25. Appointment of Trustees and retirement of Trustees by rotation	12
26. Disqualification and removal of Trustees	13
PATRONS	14
27. Patrons	14
MEMBERS	14
<i>BECOMING AND CEASING TO BE A MEMBER</i>	14
28. Trustees as members	14
29. Termination of membership	14
30. Associate members	15
<i>DECISION-MAKING BY MEMBERS</i>	15
31. Member's meetings	15

32	Written resolutions	15
	ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS	15
33.	Communications by the Charity	15
34.	Communications to the Charity	16
35.	Secretary	16
36.	Irregularities	16
37.	Minutes	16
38.	Records and accounts	17
39.	Exclusion of model articles	17
	WINDING UP	17
40.	Winding up	17
	SCHEDULE	18
	Defined terms	18

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Hackney Empire Ltd

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

OBJECTS AND POWERS

2. Objects

- 2 1 The Charity is established particularly for the benefit of the inhabitants of the London Borough of Hackney with the following objects

to advance public education and appreciation of the arts and to provide the theatre facility for recreation and leisure time occupation in the interests of social welfare with the object of improving the conditions of life of the said persons

3. Powers

To further its objects the Charity may

- 3.1 purchase, take on lease or licence or otherwise acquire and hold any real or personal property and in particular the Hackney Empire together with all or any part of the furniture, fixtures, fittings, scenery and effects belonging to the owners, lessors or occupiers of such property in connection therewith and to alter, restore, preserve, rebuild, reconstruct, refurnish, work, maintain and carry on Hackney Empire and any other theatre, music hall or cinema for the time being owned or taken on lease by or otherwise in the occupation of the Charity,
- 3 2 establish, operate and carry on at the Hackney Empire or at any other place or places and either in the United Kingdom or elsewhere in which the Charity is presenting or sponsoring any performances or functions in furtherance of the main objects all of any of the businesses of theatre, music hall, concert hall, ballroom, film or drama school, cinema and picture palace, agent's box office, keepers, showmen, exhibitors song, music, play, programme and general publisher and printers, scene, proscenium and general painters and decorators such business to be carried on in furtherance of the main objects and for no other object or purpose whatsoever,
- 3 3 present, promote, conduct, organise, provide, manage, represent and produce plays, dramas, comedies, pantomimes, operas, operettas, burlesques, films, choreography, broadcasts, revues, concerts, musicals, promenade and other pieces, puppet shows, ballets, shows, variety and other entertainment exhibitions and other representations and performances in any medium whether the stage or concert hall or cinematograph

or gramophone recording or sound broadcasting or television or any other form of reproduction mechanical or otherwise and such exhibitions, lectures, displays, debates and course of instruction produced in any form and in any medium whether or any premises of the Charity or elsewhere as are conducive to the promotion, maintenance, improvement and advancement of education or to the encouragement of the arts and purchase, supply and provide refreshments of all kinds and other goods and services usually or reasonably supplied or provided in theatres and other such premises provided that the amenities mentioned in this Article 3 3 shall be provided only for persons attending a performance or function presented or sponsored by the Charity and only during the hours of such performances as the Charity may from time to time think,

- 3 4 purchase or otherwise acquire and obtain exclusive and other interest in copyrights and rights of representation and any other rights of or in plays, ballet, mime, drama, music, song, cinematograph and other films, film scenario, words, opera, stage piece, comedies, burlesque, recording and compositions,
- 3 5 enter into agreement with or to sponsor authors, actors, dancers, composers, musicians, producers, entertainers, script writers and all other persons whose services are considered to be necessary or desirable for the carrying out of the objects,
- 3 6 make, purchase, hire or otherwise acquire plant, machinery, furniture, fixtures, fittings, scenery and all other effects of every description necessary or usually or normally used in connection with or for the purpose of all or any of the objects;
- 3 7 establish, publish, supply, sell and deal in programme and books, periodicals and other publications including films and tapes necessary or usually or normally used in connection with or for the purposes of all or any of all or any of the objects or for any educational purposes likely to advance the objects and to cause the same to be written and printed or otherwise reproduced and circulated gratuitously or otherwise,
- 3 8 establish, promote, manage, support, subsidise, aid, assist by monetary or other loans, affiliate or become affiliated to, co-operate, amalgamate or federate with and acts as trustees or agents for any association, society, company or other body corporate or unincorporated established for charitable purposes and whose objects are wholly or partly the same as those of the Charity and so that this power shall extend to granting a licence to occupy any of the Charity's property gratuitously or for a nominal amount and either alone or in association with one or more or other kindred charitable association, society, company or other body to promote and hold meetings, lectures, concerts and other functions calculated to further the objects and to offer, give or contribute towards prizes and awards therefore, and for the purpose of promoting any objects to co-operate with manufacturers, dealer or any other traders and with the press and other sources of publicity,
- 3 9 travel and tour the United Kingdom or in countries abroad with companies for the production, presentation or performance of any dramatic, musical, artistic and choreographic entertainments and exhibitions of an educational nature and to rent, hire, lease or otherwise occupy any premises for the purpose of the production, presentation or performance of any such entertainments and exhibitions,
- 3 10 provide and assist in the provision of money, materials or other help,

- 3 11 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,
- 3 12 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
- 3 13 provide or procure the provision of counselling and guidance,
- 3 14 provide or procure the provision of advice,
- 3 15 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake,
- 3 16 enter into contracts to provide services to or on behalf of other bodies;
- 3 17 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities,
- 3 18 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit,
- 3 19 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land),
- 3 20 set aside funds for special purposes or as reserves against future expenditure,
- 3 21 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,
- 3.22 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required,
- 3 23 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3 24 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 25 accept (or disclaim) gifts of money and any other property,
- 3 26 raise funds by way of subscription, donation or otherwise,

- 3 27 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits,
- 3 28 incorporate and acquire subsidiary companies to carry on any trade,
- 3 29 subject to Article 4 below pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Charity or their dependents,
- 3 30 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 3 31 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects),
- 3 32 undertake and execute charitable trusts;
- 3 33 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 34 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3 35 pay out of the funds of the Charity the costs of forming and registering the Charity,
- 3 36 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity,
- 3 37 insure and arrange insurance cover for and indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit,
- 3 38 do all such other lawful things as may further the Charity's objects

PROVIDED THAT

- (a) where the Charity takes or holds property which may be subject to any trust, the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- (b) the objects of the Charity shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers, and
- (c) where the Charity takes or holds property subject to the jurisdiction of the Charity Commission, the Charity 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 that may come into their hands and shall be answerable and accountable for their 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 have been if not incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court or the Charity Commission over the Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4 1 The income and property of the Charity shall be applied solely towards the promotion of its objects

Permitted benefits to members, Trustees and Connected Persons

- 4 2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity unless the payment is permitted by Articles 4 3 or 4 4

- 4 3 No Trustee may

4 3 1 sell goods, services or any interest in land to the Charity,

4 3 2 be employed by, or receive any remuneration from, the Charity, or

4 3 3 receive any other financial benefit from the Charity,

unless the payment is permitted by Article 4 4 or authorised in Writing by the Charity Commission

- 4 4 A Trustee may receive the following benefits from the Charity

4 4 1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;

4 4 2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity,

4 4 3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee),

- 4 4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity,
- 4 4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity, and
- 4 4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3 37

provided that where benefits are conferred under Article 4 4, Article 20 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit

LIMITATION OF LIABILITY

5. Liability of members

- 5 1 The liability of the members is limited
- 5 2 Every member of the Charity undertakes to contribute to the assets of the Charity 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 Charity 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 one pound

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

6. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity

7. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office

8. Trustees may delegate

- 8 1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee
- 8 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee
- 8 3 Any delegation by the Trustees may be

8 3 1 by such means,
8 3 2 to such an extent,
8 3 3 in relation to such matters or territories, and
8 3 4 on such terms and conditions,
as they think fit

8 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

8 5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions

8 6 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

9. Committees

9 1 In the case of delegation to committees.

9 1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),

9 1 2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify,

9 1 3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose,

9.1 4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and

9 1 5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees

9 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees

10. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers

- 10 1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget,
- 10 2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority, and
- 10 3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity

11. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that

- 11 1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees,
- 11 2 timely reports of all transactions are provided to the Trustees,
- 11 3 the performance of the investments is reviewed regularly with the Trustees,
- 11 4 the Trustees are entitled to cancel the delegation arrangement at any time,
- 11 5 the investment policy and the delegation arrangements are reviewed regularly,
- 11 6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
- 11 7 the Financial Expert or Experts must not do anything outside the powers of the Trustees

12. Power to change name of Charity

The Trustees may change the name of the Charity at any time by

- 12 1 majority decision of at least three-quarters of the Trustees present and voting at a meeting, or
- 12 2 majority decision of at least three-quarters of all the Trustees taken following the procedure in Article 19 below

DECISION-MAKING BY TRUSTEES

13. Trustees to take decisions collectively

Subject to Article 12 above any decision of the Trustees must be either

- 13 1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting; or
- 13 2 a unanimous decision taken in accordance with Article 19 below
- 14. Calling a Trustees' meeting**
- 14 1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting
- 14 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either
 - 14 2 1 all the Trustees agree, or
 - 14 2 2 urgent circumstances require shorter notice.
- 14 3 Notice of Trustees' meetings must be given to each Trustee
- 14 4 Every notice calling a Trustees' meeting must specify
 - 14 4 1 the place, day and time of the meeting;
 - 14 4 2 the general nature of the business to be considered at such meeting, and
 - 14 4 3 if it is anticipated that Trustees 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
- 14 5 Notice of Trustees' meetings need not be in Writing
- 14 6 Article 33 below shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose
- 15. Participation in Trustees' meetings**
- 15.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when.
 - 15 1 1 the meeting has been called and takes place in accordance with the Articles, and
 - 15 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other
- 15 3 If all the Trustees 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

16. Quorum for Trustees' meetings

- 16 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 16 2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater
- 16 3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees

17. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting

18. Casting vote

- 18 1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have
- 18 2 Article 18 1 above does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

19. Unanimous decisions without a meeting

- 19 1 A decision is taken in accordance with this Article 19 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter
- 19 2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing
- 19 3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with
- 19.3 1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees,
- 19 3 2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 19 3,

19 3 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

19 3 4 the Recipient must prepare a minute of the decision in accordance with Article 37 below

20. Conflicts of interest

Declaration of interests

20 1 Unless Article 20 2 below applies, a Trustee must declare the nature and extent of

20 1 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity, and

20.1 2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity

20 2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware

Participation in decision-making

20 3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process

20 4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless

20 4 1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than

(a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3 37 above,

(b) payment under the indemnity in accordance with Article 3 37 above, and

(c) reimbursement of expenses in accordance with Article 4 4 2 above, or

20 4 2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 20 5 below

20 5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 20 5, he or she must

20 5 1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate,

20 5 2 not be counted in the quorum for that part of the process , and

20 5 3 withdraw during the vote and have no vote on the matter

Continuing duties to the Charity

20 6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict

20 6 1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her, and

20 6 2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position

21. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept

22. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

23. Trustee's discretion to make further rules

Subject to the Articles, the Trustees 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 Trustees

APPOINTMENT AND RETIREMENT OF TRUSTEES

24. Number of Trustees

Unless otherwise determined by the members in general meeting, the number of Trustees shall not be less than five nor more than fifteen

25. Appointment of Trustees and retirement of Trustees by rotation

- 25 1 Any person who has reached the age of 18 years, is willing to act as a Trustee and is permitted by law to do so may be appointed to be a Trustee by a decision of the Trustees
- 25 2 All Trustees at the Annual General Meeting held in 2010 already serving as Trustees shall retire from office in accordance with transitional provisions to be decided by the Trustees at that Annual General Meeting or at such other time as the Directors determine
- 25 3 Subject to Article 25 2 above, each Trustee shall retire from office at the fourth Annual Retirement Meeting following the commencement of his or her term of office. The retirement takes effect at the conclusion of the meeting. The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Company are adopted
- 25.4 Retiring Trustees may be reappointed but
- 25 4 1 subject to Articles 25 4 2 and 25 4 3 below, a Trustee who has served office for two consecutive terms of office can only be reappointed after a 1 year break from office from the date of his retirement,
- 25 4 2 notwithstanding Article 25 4 1 above, the Chair of the Trustees may serve for up to three four year terms of office as a Trustee whether or not he or she has served two consecutive terms of office as a Trustee. For the avoidance of doubt, if during his or her third consecutive term of office the Chair ceases to be Chair, he or she shall automatically cease to be a Trustee and may only be reappointed after a 1 year break from office from that date, and
- 25 4 3 notwithstanding Article 25 4 1 above, a Trustee who has served office for two consecutive terms of office may be appointed for a consecutive third term on an exceptional basis if the Trustees so decide
- 25 5 If the retirement of a Trustee under Article 25.3 above causes the number of Trustees to fall below that set out in Article 24 above, the retiring Trustee shall remain in office until a new appointment is made.
- 25.6 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees

26. Disqualification and removal of Trustees

A Trustee shall cease to hold office if

- 26 1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law,
- 26 2 he or she is disqualified under the Charities Act 1993 from acting as a trustee of a charity,
- 26 3 he or she is deemed by HM Revenue and Customs not to be a fit and proper person to be a manager of a charity,

- 26 4 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;
- 26 5 a composition is made with his or her creditors generally in satisfaction of his or her debts,
- 26 6 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office,
- 26 7 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least the minimum number of Trustees will remain in office when such resignation has taken effect),
- 26 8 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason,
- 26 9 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees, or
- 26 10 he or she ceases to be a member of the Charity

PATRONS

27. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28. Trustees as members

- 28 1 The Trustees from time to time shall be the only members of the Charity
- 28 2 A Trustee shall become a member on becoming a Trustee

29. Termination of membership

- 29 1 A member shall cease to be a member if he or she ceases to be a Trustee

29 2 Membership is not transferable and shall cease on death

30. Associate members

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts

DECISION-MAKING BY MEMBERS

31. Member's meetings

31 1 The Trustees may call a general meeting of the members at any time.

31 2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts

32. Written resolutions

32 1 The members may pass written resolutions in accordance with the Companies Acts

32 2 A members' resolution to remove a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution

32 3 Communications in relation to a written resolution shall be sent to the Charity's auditors (if any) in accordance with the Companies Acts

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33. Communications by the Charity

33 1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Charity under the Articles or the Companies Acts 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 the Charity, including without limitation

33 1 1 in Hard Copy Form,

33 1 2 in Electronic Form, or

33 1.3 by making it available on a website

33 2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement)

- 33 3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

34. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity

35. Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary.

- 35 1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and
- 35 2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

36. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice

37. Minutes

The Trustees must cause minutes to be made

- 37 1 of all appointments of officers made by the Trustees;
- 37 2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and
- 37 3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings

38. Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of

- 38 1 annual reports,
- 38 2 annual returns, and
- 38 3 annual statements of account

39. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded

WINDING UP

40. Winding up

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 member of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Article 4 above such institution or institutions to be determined by the members of the Charity at or before the time of dissolution and in so far as effect cannot be given to such provision then to some other charitable object

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means,
1.2 “Annual Retirement Meeting”	has the meaning given in Article 25.3,
1.3 “Articles”	the Charity’s articles of association,
1.4 “Chair”	has the meaning given in Article 7,
1.5 “Charity”	Hackney Empire Ltd, a company limited by guarantee (company registration number 02060996) and registered charity (charity registration number 1062085),
1.6 “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,
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity,
1.8 “Connected ”	<p>in relation to a Trustee means any person falling within any of the following categories</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee, or</p> <p>(b) the spouse or civil partner of any person in (a), or</p> <p>(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or</p> <p>(d) any company, partnership or firm of which the Trustee is a paid director, member,</p>

partner or employee, or shareholder holding more than 1% of the capital,

- 1.9 “Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
- 1.10 “Secretary”** the secretary of the Charity (if any),
- 1.11 “Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called, and
- 1.12 “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.** Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it
- 3.** Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4 1 The income and property of the Charity shall be applied solely towards the promotion of its objects

Permitted benefits to members, Trustees and Connected Persons

- 4 2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity unless the payment is permitted by Articles 4 3 or 4 4

- 4 3 No Trustee may

4 3 1 sell goods, services or any interest in land to the Charity,

4 3 2 be employed by, or receive any remuneration from, the Charity, or

4.3.3 receive any other financial benefit from the Charity,

unless the payment is permitted by Article 4.4 or authorised in Writing by the Charity Commission

- 4 4 A Trustee may receive the following benefits from the Charity

4 4 1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity,

4 4 2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity,

4 4 3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee),

4 4 4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity,

4 4 5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity, and

4 4 6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article **Error! Reference source not found.**

provided that where benefits are conferred under Article 4 4, Article 20 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit