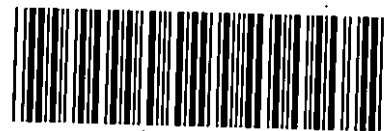


Schedule 1
New Articles

WEDNESDAY



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04/11/2020

#160

COMPANIES HOUSE

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

DRAMATIC NEED

Company Registration Number: 06051122

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, the following words and expressions shall have the following meanings unless the context otherwise requires:

Act	means the Companies Act 2006 including any statutory alteration or re-enactment thereof;
Annual General Meeting	means a general meeting of the Company that is designated by the Company as its annual general meeting and held at such time and place as may be fixed by the Company. Any notice calling an Annual General Meeting shall state that such General Meeting is the Annual General Meeting for a given calendar year;
Articles	means these articles of association, whether as originally adopted or as from time to time (i) amended by Special Resolution or written resolution, and/or (ii) supplemented by the Regulations;
Auditor	means the auditor of the Company who shall, in appropriate cases, include an independent examiner under SORP (as defined below) or any regulations derived from it or any rules or regulations replacing SORP;
Board Meeting	means a meeting of the Directors;
Charities Act	means the Charities Act 2011 or any statutory re-enactment or modification thereof;
Charity Commission	means the Charity Commission for England and Wales;
Clear Days	means, in relation to the period of a notice, the period excluding (i) the day on which the notice is given or deemed to be given, and (ii) the day for which it is given or on which it is to take effect;
Company	means Dramatic Need;

Director		means a director of the Company. Each Director is a charity trustee within the meaning of the Charities Act;
electronic communication		has the meaning given to such term by the Electronic Communications Act 2000;
Extraordinary Meeting	General	means a general meeting of the Company that is <i>not an Annual General Meeting</i> ;
General Meeting		means an Annual General Meeting and/or an Extraordinary General Meeting, as the context requires;
Member		means a person who was a subscriber to the Memorandum or who is admitted to membership of the Company from time to time in accordance with the Articles;
Memorandum		means the memorandum of association of the Company that was executed on 26 July 2006;
Objects		has the meaning set out in Clause 2;
Ordinary Business		means business conducted at an Annual General Meeting that comprises: <ul style="list-style-type: none"> i. the consideration of the income and expenditure account and balance sheet; ii. the reports of the Directors and the Auditors; iii. the election of Directors in the place of those retiring; iv. the appointment of the Auditors; and/or v. the fixing of the Auditors' fees;
Secretary		means any person appointed to perform the duties of the secretary of the Company;
Special Business		means (i) all business conducted at an Extraordinary General Meeting, and (ii) all business conducted at an Annual General Meeting that is not Ordinary Business;
Special Resolution		has the meaning given to such term by section 283 of the Act;
SORP		means the Statement of Recommended Practice Accounting and Reporting by Charities, as may be amended from time to time;

United Kingdom

means the United Kingdom of Great Britain and Northern Ireland; and

in writing

means written, printed or lithographed or partly one and partly another and other modes of representing or reproducing words, symbols or other information in a visible form, including by email and other forms of electronic communication.

1.2 Singular words shall include the plural and vice versa.

1.3 A "person" or "people" shall include organisations.

1.4 Subject to the above, any words or expressions defined in the Act shall have the same meanings in these Articles unless they are obviously out of context.

2. OBJECTS

The objects for which the Company has been formed are to advance the education of children in Africa through the arts in particular but not exclusively by promoting self-confidence and self-belief and preserving and protecting good health (the "**Objects**").

3. POWERS

3.1 The Company will have the following powers which can only be exercised in furtherance of the Objects:

3.1.1 to undertake primary purpose trading;

3.1.2 to procure donations or gifts for the Company by personal or written appeals, public events and other ways;

3.1.3 to work with other agencies or organisations having similar aims to the Company, to encourage the provision and development of appropriate support and educational services by such other agencies or organisations, and, where appropriate, merge with other charities having similar aims to the Company;

3.1.4 to affiliate with any charity having similar objects to the Objects;

3.1.5 to support or oppose any change in the law which may affect the Objects (or the achievement of them) and to comment publicly on social, political or economic issues which relate to the Objects or the achievement thereof;

3.1.6 to conduct research and collect information about issues relevant to the purposes of the Company and make the same available to interested people and organisations;

3.1.7 to create and/or produce performances, exhibitions, workshops, courses and other educational events using any available medium;

3.1.8 to write, create and/or publish text or other material using any available medium;

3.1.9 to draw, accept, factor or discount cheques and negotiable or other instruments, and to operate bank or other accounts in the name of the Company;

- 3.1.10 to employ staff, agents or consultants (not being Directors) and to make provision for their proper payment, including any reasonable and necessary provision for the payment of pensions and superannuation to, or on behalf of, employees and their dependants;
- 3.1.11 subject to such consents as may be required by law:
 - 3.1.11.1. to purchase, lease, exchange, hire or otherwise acquire any property, assets, rights or privileges;
 - 3.1.11.2. to construct, maintain and alter any buildings or works;
 - 3.1.11.3. to sell, let, licence, mortgage or dispose of all or any of the property or assets of the Company;
 - 3.1.11.4. to carry out the purposes of any charitable trusts, *provided* such purposes may be undertaken lawfully by the Company;
 - 3.1.11.5. to borrow or raise money for the purposes of the Company on such terms and on such security as it shall see fit, *provided* that the Company shall not undertake any permanent trading activities (other than primary purpose trading) in raising funds to achieve its charitable objects;
 - 3.1.11.6. to lend money on such terms, and subject to such security, as it sees fit;
 - 3.1.11.7. to invest the monies of the Company not immediately required for its purposes as it sees fit, having taken professional investment advice where necessary;
- 3.1.12 to establish and support, or help the establishment and support of, any charitable organisation and to subscribe or guarantee money for charitable purposes;
- 3.1.13 to insure and arrange insurance cover to indemnify its Directors and officers from and against the Liabilities (as defined in Clause 3.2 below);
- 3.1.14 to provide (either by itself or with others and at such places as the Company sees fit) facilities for the supply of food and drink; *provided* that such food and drink shall only be available to persons taking part in the activities of the Company; and
- 3.1.15 to do all other lawful things in furtherance of any or all of the Objects.

3.2 For the purposes of Clause 3.1.13 above, “Liabilities” means, with respect to any Director or other officer of the Company:

- 3.2.1 any liability in respect of negligence, default, breach of duty or breach of trust of which the Director or other officer may be guilty in respect of the Company; and
- 3.2.2 any liability to make a contribution to the Company’s assets under section 214 of the Insolvency Act 1986, save for any liability to make such a contribution where the basis of liability is the Director’s or other officer’s knowledge prior to the insolvent liquidation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

but excludes:

- 3.2.3 fines;

3.2.4 the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer; and

3.2.5 liabilities to the Company resulting from conduct which the Director or officer knew or ought to have known was not in the best interests of the Company or in respect of which the Director or other officer did not care whether or not it was in the best interests of the Company.

3.3 The Objects will not extend to the regulation of relations between (i) employers and workers, or (ii) organisations of employers and organisations of workers.

Restrictions in respect of certain property

3.4 If the Company takes or holds any property that is subject to any trusts, the Company shall be bound by such trusts.

3.5 If the Company takes or holds any property subject to the jurisdiction of the Charity Commission, the Company must only deal with it in accordance with Part 7 of the Charities Act or any amendment or re-enactment of the same.

4. RESTRICTIONS ON DISTRIBUTIONS

4.1 The income and property of the Company shall be applied solely towards achieving the Objects as set out in these Articles. Save as provided in this Clause and in Clause 17, no part shall be paid or transferred directly or indirectly to the Members and no Director shall be appointed to any office of the Company paid by salary or fees or receive any payment or other financial benefit from the Company; *provided that*:

4.1.1 nothing in this Clause shall prevent the payment in good faith by the Company of reasonable and proper payment for any services rendered to the Company by any Member, officer or employee of the Company who is not a Director; and

4.1.2 a Director may benefit from trustee indemnity insurance cover in respect of Liabilities purchased at the Company's expense.

5. ALTERATIONS

No additions, alterations or amendments shall be made to these Articles except by Special Resolution passed at a General Meeting. No additions, alterations or amendments shall be made to Clause 2, Clause 4, Clause 8, Clause 17 or this Clause without prior consent in writing of the Charity Commission, nor shall any additions, alterations or amendments be made which would have the effect that the Company ceases to be a Company to which section 60 of the Act applies.

6. LIMITATION OF LIABILITY

The liability of the Members is limited.

7. GUARANTEE

7.1 If the Company is wound up (i) whilst any person(s) remain as a Member(s), or (ii) within one year after the final outgoing member of the Company, ceases to be a Member, such person undertakes to contribute such amount as may be required (not exceeding £1) for:

7.1.1 payment of the debts and liabilities of the Company contracted before such person ceases or ceased (as the case may be) to be a Member, and of the costs, charges and expenses of winding up; and

- 7.1.2 in the case of (i) above, the adjustment among themselves of the rights of those contributing to the debts and liabilities.

8. WINDING UP

If the Company is wound up and assets are left after all its debts and liabilities have been satisfied, such assets will not be distributed among the Members. Instead, such assets shall be given to some other charity or charities with similar objects to the Objects and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Clause 3. The charity or charities will be determined by the Members at or before the time of winding up, failing which the assets will be given to some other charitable object that the Charity Commission shall approve.

9. MEMBERSHIP

- 9.1 The Company shall observe the provisions of section 113 of the Act, and every Member shall either:

- 9.1.1 sign a written consent to become a Member; or
- 9.1.2 sign the register of members on becoming a Member.

- 9.2 A failure by a Member to pay any subscription or any other sum due to the Company within six months of it falling due shall result in the disqualification of such Member.

- 9.3 The Directors shall have the right for proper cause to end the membership of any Member at any time *provided* that such Member shall have a right to be heard at a General Meeting before a final decision is made by the Directors.

- 9.4 Membership of the Company is not transferable and shall end on the Member's death.

- 9.5 A Member may resign by giving notice in writing to the Secretary.

10. GENERAL MEETINGS

- 10.1 The Company shall hold its Annual General Meeting every calendar year in accordance with the provisions of these Articles. Every Annual General Meeting shall be held within fifteen months of the previous one.

- 10.2 Extraordinary General Meetings may be called:

- 10.2.1 by the Directors whenever they see fit;
- 10.2.2 by Members in accordance with sections 303 to 305 of the Act; or
- 10.2.3 by any Director or any Member if, at any time, there are not enough Directors in the United Kingdom to form a quorum.

- 10.3 Notice of all General Meetings must be given to the Members, Directors and Auditors in writing and shall:

- 10.3.1 be given with at least 21 Clear Days' notice for (i) every Annual General Meeting, and (ii) every General Meeting that is called to pass a Special Resolution;
- 10.3.2 be given with at least 14 Clear Days' notice for every other General Meeting; and
- 10.3.3 state the place, the day and the hour of General Meeting and, in the event that Special Business is to be tabled at such General Meeting, the general nature of that business.

10.4 If a General Meeting is called by shorter notice than that required by these Articles, it will be treated as duly called if it is so agreed by:

10.4.1 in the case of the Annual General Meeting, all the Members entitled to attend and vote; and

10.4.2 in the case of any other General Meeting, by a majority of the Members entitled to attend and vote at such General Meeting who also represent at least 95% of the total voting rights of all the Members.

10.5 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 will not invalidate any business done at any General Meeting.

11. **PROCEEDINGS AT GENERAL MEETINGS**

11.1 No business shall be done at any General Meeting unless a quorum of Members is present when the General Meeting starts. A quorum is the greater of one-tenth of the Members or any three Members.

11.2 If a quorum is not present half an hour after the General Meeting was due to start, or if, during a General Meeting, a quorum ceases to be present, then:

11.2.1 if the General Meeting was called pursuant to Clause 10.2.2, it shall be cancelled;

11.2.2 in any other case, it shall be adjourned to the same day in the next week at the same time and place, or at such other time and/or place as the Directors may decide (the "**Rescheduled Meeting**"); and

11.2.3 if a quorum is not present half an hour after the Rescheduled Meeting was due to start, the Members present for such Rescheduled Meeting shall constitute a quorum.

11.3 The chairman (if any) of the Directors shall chair every General Meeting, but in the event that:

11.3.1 there is no appointed chairman;

11.3.2 the chairman is not present fifteen minutes after the time the General Meeting was due to start; or

11.3.3 the chairman does not want to preside;

then the Members present and entitled to vote at such General Meeting shall choose a Director to chair the meeting. If none of the Directors present is willing to take the chair, the Members present and entitled to vote shall choose a Member who is present to take the chair.

11.4 A Director shall be entitled to attend and speak at any General Meeting even if that Director is not a Member.

11.5 The chairman may, with the consent of any Extraordinary General Meeting at which a quorum is present (and shall if so directed by a majority of the Extraordinary General Meeting), adjourn an Extraordinary General Meeting from time to time, and from place to place (the "**Adjourned Meeting**") *provided that*:

11.5.1 no business shall be done at any Adjourned Meeting other than the business left unfinished at the connected Extraordinary General Meeting; and

11.5.2 if an Extraordinary General Meeting is adjourned for thirty days or more, notice of the Adjourned Meeting shall be given in the same way as for the original Extraordinary General Meeting in accordance with these Articles. Otherwise, the Members shall not be

entitled to any notice of an adjournment, or of the business to be transacted at, an Adjourned Meeting.

12. VOTING

- 12.1 Subject to Clause 12.8, every Member shall have one vote.
- 12.2 No Member shall be entitled to vote at a General Meeting unless all monies owed by that Member to the Company have been paid.
- 12.3 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded before or upon the declaration of the result of the show of hands by:
- 12.3.1 the chairman;
 - 12.3.2 at least three Members having the right to vote at the meeting; or
 - 12.3.3 a Member or Members representing at least one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 12.4 Unless a poll is demanded, a declaration by the chairman of the General Meeting that a resolution has been carried or lost by a particular majority or unanimously that is entered in the minute book of the Company shall be conclusive evidence of the fact.
- 12.5 The demand for a poll may be withdrawn.
- 12.6 Subject to the provisions of Clause 12.7, if a poll is demanded in accordance with Clause 12.3, it will be taken at such time and place and in such a way as the chair of the meeting shall direct, and the result of the poll will be the resolution of the General Meeting at which the poll was demanded.
- 12.7 No poll may be demanded on the election of a chair of a General Meeting or on any question of adjournment.
- 12.8 If the votes are equal in respect of a given resolution, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a second or casting vote.
- 12.9 The demand for a poll shall not prevent the continuance of a General Meeting for the doing of any business other than the question on which a poll has been demanded.
- 12.10 In the case of a poll, votes may be given either personally or by proxy.
- 12.11 The appointment of a proxy shall be signed by the donor, or by the attorney of the donor duly authorised, in writing. A proxy need not be a Member.
- 12.12 To be valid, the proxy and any power of attorney or other authority under which it is signed (or a copy of the power or authority certified by a solicitor or notary) shall, in the case of an instrument in writing, be delivered at the registered office of the Company or at such other place within the United Kingdom specified in the notice calling the meeting:
- 12.12.1 at least 48 hours before the time for holding the General Meeting, Rescheduled Meeting or Adjourned Meeting (as the case may be) at which the person named in the instrument intends to vote; or
 - 12.12.2 in the case of a poll, at least 24 hours before the time fixed for the taking of the poll.

12.13 In the case of an appointment of a proxy by way of an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

12.13.1 in the notice convening the meeting;

12.13.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

12.13.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

the proxy shall be received at such specified address in accordance with the time limits set out in Clause 12.12.

12.14 An instrument appointing a proxy shall be in the following form or a form as near to it as possible:

*"I/We
of
being a member/members of the above Company hereby appoint

of
or failing that person
of
as my/our proxy to vote for me/us on my/our behalf at the
[annual][extraordinary] general meeting of the Company to be held
on

and at any adjournment thereof*

Signed this day of 20[]

*.....
This form is to be used [in favour of][against]* the resolution. Unless instructed the proxy will vote as he thinks fit.*

**strike out whichever is not desired"*

12.15 The appointment of a proxy shall be deemed to confer authority to demand, or join in demanding, a poll in accordance with Clause 12.3 above.

12.16 A vote given in accordance with the terms of a proxy shall be valid notwithstanding that the donor of the proxy has (i) died, (ii) become insane, or (iii) has revoked the proxy or the authority under which it was given, unless the Company has received written notice of such revocation before the start of the General Meeting, Rescheduled Meeting or Adjourned Meeting at which the proxy is to be used.

13. **BOARD OF DIRECTORS**

13.1 The number of Directors shall never be less than three and the maximum number shall be determined by a resolution at a General Meeting.

13.2 The Directors may at any time temporarily appoint any person (who need not be a Member) as a Director, either to fill a vacancy or by way of addition to their number, *provided* that the maximum number determined in accordance with Clause 13.1 is not exceeded. Any Director appointed in accordance with this Clause shall retain office only until the next Annual General Meeting, but shall then be eligible for re-election thereat.

- 13.3 The Directors shall have the power to:
- 13.3.1 manage the business of the Company and pay expenses incurred in the promotion and formation of the Company as they think fit; and
 - 13.3.2 exercise all the powers of the Company, subject to these Articles, the Act, the Charities Act, the rules of the Charity Commission and the Regulations.
- 13.4 The Directors may act notwithstanding that the Board comprises fewer than the maximum number permitted under Clause 13.1. If the number of Directors is reduced to fewer than the minimum number referred to in Clause 13.1, the Directors can only act for the purposes of:
- 13.4.1 admitting persons to membership of the Company;
 - 13.4.2 filling vacancies; or
 - 13.4.3 calling a General Meeting in accordance with Clause 10.
- 13.5 All cheques and other negotiable instruments in the name of the Company and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise made in such manner as the Directors shall determine.
- 13.6 The Directors shall cause minutes to be taken of:
- 13.6.1 all appointments of officers made by the Directors;
 - 13.6.2 the names of the Directors present at each Board Meeting; and
 - 13.6.3 all resolutions and proceedings at all General Meetings and Board Meetings, including the names of the Directors present at each such meeting.
- 13.7 The minutes of any General Meeting that have been signed by the chairman of such General Meeting shall be conclusive evidence of the facts stated in the minutes.
- 14. DISQUALIFICATION OF DIRECTORS**
- 14.1 The office of Director shall be vacated if a Director:
- 14.1.1 ceases to be a Director by virtue of any provision in the Act or is disqualified from acting as a Director by virtue of section 178 of the Charities Act or any statutory re-enactment or modification thereof;
 - 14.1.2 becomes unable by reason of mental disorder illness or injury to manage and administer his or her own property and affairs;
 - 14.1.3 is directly or indirectly involved in any contract with the Company and fails to declare the nature of the Director's interest by giving notice at the first meeting at which the contract is discussed or at the first meeting after the Director becomes involved in the contract;
 - 14.1.4 resigns by notice in writing to the Company;
 - 14.1.5 is removed from office by a resolution duly passed pursuant to section 303 of the Act;
 - 14.1.6 fails without reasonable excuse to attend three consecutive Board Meetings; or

- 14.1.7 if a majority of the Directors vote to remove him from office on any ground, *provided* that he has been given an opportunity to be heard at a Board Meeting.

15. ROTATION OF DIRECTORS

- 15.1 At each Annual General Meeting, one-third of the Directors for the time being (or, if their number is not a multiple of three, then the number nearest to one-third) shall retire from office.
- 15.2 The Directors to retire shall be those who have been longest in office since their last election or appointment. As between Directors who have served equal terms in office since their last election or appointment, the Director(s) to retire shall be selected by lot unless they otherwise agree amongst themselves which of them shall retire. A retiring Director shall be eligible for re-election.
- 15.3 At the Annual General Meeting at which a Director retires, the Company may appoint a new Director in place of the retiring Director. If standing for re-election, the retiring Director shall be deemed to have been re-elected, unless:
- 15.3.1 at the Annual General Meeting in question, it is expressly resolved not to replace the retiring Director; or
- 15.3.2 a resolution for the re-election of the retiring Director shall have been put to the meeting and lost.
- 15.4 No person other than a Director retiring at the Annual General Meeting shall be eligible for election as Director at any Annual General Meeting unless:
- 15.4.1 that person is recommended by the Directors for election; or
- 15.4.2 the Secretary is given notice in writing by a Member, who is duly qualified to attend and vote at the Annual General Meeting of not less than four and not more than 21 Clear Days before the date set for the Annual General Meeting, of that Member's intention to propose such person and of that person's willingness to be elected.
- 15.5 The Company may, at an Annual General Meeting (i) increase the number of Directors, (ii) decide the rotation according to which such additional Directors shall retire, and (iii) make the appointments necessary for effecting any such increase.

16. PROCEEDINGS OF THE DIRECTORS

- 16.1 The Directors may:
- 16.1.1 meet together to conduct Company business;
- 16.1.2 adjourn and otherwise regulate their meetings as they see fit; and
- 16.1.3 determine the quorum necessary for the transaction of business, *provided* that the quorum for Board Meetings shall never be less than one-third of the Directors or three Directors (whichever is the greater number).
- 16.2 Questions arising at any Board Meeting shall be decided by a majority of votes. If the votes are equal, the chairman of such Board Meeting shall have a second or casting vote.
- 16.3 A Director may (and, on the request of a Director, the Secretary will) call a Board Meeting by notice served upon the Directors. A Director whose address in the register of directors is outside the United Kingdom shall not be entitled to notice of a Board Meeting unless that Director has given the Company an address in the United Kingdom at which notices can be served.

- 16.4 The Directors may:
- 16.4.1 elect a chairman who shall be entitled to chair all meetings of the Directors at which the chairman shall be present;
 - 16.4.2 determine how long the chairman will hold office; and
 - 16.4.3 choose another one of their number to chair the Board Meeting if (i) the elected chairman is not present within fifteen minutes after the time appointed for holding the Board Meeting or (ii) the elected chairman does not wish to preside.
- 16.5 A Board Meeting at which a quorum is present can exercise all the powers of the Company.
- 16.6 The Directors may delegate any of their powers to sub-committees consisting of Directors and such other persons as the Directors see fit. Any committee so formed shall:
- 16.6.1 observe any regulations imposed on it by the Directors;
 - 16.6.2 conduct its meetings in accordance with these Articles so far as applicable;
 - 16.6.3 report to the Directors on any decisions taken as soon as possible; and
 - 16.6.4 not exceed any budget which has been approved in advance by the Directors.
- 16.7 All acts done in good faith by any Board Meeting or by any committee thereof, or by any person acting as a Director, shall be valid notwithstanding a later discovery that (i) the appointment or continuance in office of any Director was invalid, or (ii) a Director was disqualified from holding office or had retired.
- 16.8 A resolution in writing signed by all Directors shall be deemed as passed at a valid Board Meeting. A resolution signed by all Members of any committee of Directors shall be deemed as passed at a valid meeting of that committee.
- 17. DEALINGS WITH DIRECTORS**
- 17.1 No Director may buy or sell goods, services or interest in land from or to the Company, be employed by or receive remuneration or receive any financial benefits from the Company unless (i) the payment is permitted by Clause 17.2 and the Directors follow the procedures and observe the conditions set out in Clause 17.4, or (ii) the Directors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.
- 17.2 Notwithstanding Clause 17.1, a Director shall be permitted to receive the following payments from the Company:
- 17.2.1 a benefit from the Company in his capacity as a beneficiary of the Company;
 - 17.2.2 remuneration in connection with (i) employment by the Company, or (ii) a contract for the supply of goods or services to the Company; *provided* such remuneration shall be for services other than acting as a Director;
 - 17.2.3 interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be settled by the Directors; and
 - 17.2.4 rent for premises let by the Director to the Company; *provided* that the amount of such rent and the other terms of the lease are reasonable and proper.

17.3 Notwithstanding any other provision in these Articles, a company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth, *provided* that the shares of such company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.

17.4 Any payment by the Company to a Director pursuant to Clause 17.2 shall only be valid (i) to the extent permitted by the Act, and (ii) if each of the following conditions is satisfied:

17.4.1 the remuneration or other sum(s) paid to the Director does not exceed an amount that is reasonable in the circumstances;

17.4.2 the Director is absent from the part of any Board Meeting at which there is discussion of his interest or proposed interest, he does not vote on the matter and is not to be counted when calculating whether a quorum of Directors is present at the Board Meeting;

17.4.3 the other Directors are satisfied that it is in the interest of the Company to employ or to contract with that Director rather than with another third party and a majority of the Directors in office at such time have received no such payments; and

17.4.4 the reason for their decision is recorded by the Directors in the minutes.

17.5 The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is a partner, employee, consultant, director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

18. SECRETARY

18.1 The Secretary shall be appointed by the Directors on such terms and conditions as they may think fit but no Director shall occupy the salaried position of secretary. Any Secretary may be removed by a decision of the Directors at a Board Meeting.

18.2 The Directors may from time to time by resolution appoint an assistant or deputy secretary. Any person so appointed may act in place of the Secretary if (i) there is no Secretary has been appointed at the relevant time, or (ii) no Secretary capable of acting.

18.3 A Director who is also the Secretary cannot sign a document in both capacities.

19. DEEDS

19.1 Any document to be executed as a deed shall only be valid if signed and delivered as a deed on behalf of the Company by:

19.1.1 a Director and the Secretary; or

19.1.2 by two Directors,

and any purchaser or person dealing with the Company in good faith shall accept those signatures as conclusive evidence of the fact that the document has been properly executed.

20. COMPANY ACCOUNTS AND CONFIRMATION STATEMENT

The Directors must comply with their duties under the Act to prepare accounts and a confirmation statement and to send them to the Registrar of Companies.

21. CHARITIES ACT ANNUAL REPORT AND RETURN

The Directors must comply with their obligations under the Charities Act to prepare an annual report and an annual return and to send them to the Charity Commission.

22. NOTICES

22.1 A notice may be served by the Company upon any Member:

22.1.1 personally;

22.1.2 by sending it through the post in a prepaid letter or other means of recorded post addressed to such Member at such Member's address as appears in the register of members; or

22.1.3 by sending it using electronic communications to an address for the time being notified to the Company by such Member for the purpose of receiving electronic communications.

22.2 A Member whose address in the register of members is outside the United Kingdom shall not be entitled to notice of a General Meeting unless that member has given the Company an address in the United Kingdom at which notices can be served. Otherwise only those Members whose address in the register of members is in the United Kingdom shall be entitled to receive notices from the Company.

22.3 Notices shall be deemed to have been received:

22.3.1 if delivered by hand, on the day of delivery;

22.3.2 if sent by first class post, two business days after posting exclusive of the day of posting;

22.3.3 if sent by recorded post outside the United Kingdom, five business days after posting exclusive of the day of posting; and

22.3.4 if otherwise sent in electronic form, at the expiration of 48 hours after the time it was sent,

and in proving service in respect of sub-clauses 22.1.1, 22.1.2 and 22.1.3 above, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

22.4 An electronic communication shall be deemed to have been properly served if it was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators.

23. REGULATIONS

23.1 The Directors may from time to time make such rules and regulations as they see fit in their sole discretion for the proper conduct and management of the Company (the "**Regulations**"). The Regulations may regulate the admission of Members, including (but not limited to):

23.1.1 the admission of organisations to membership;

23.1.2 the classes of membership;

23.1.3 the rights and privileges of such Members;

23.1.4 the conditions of membership;

NOTES

1. If you agree with the resolution please indicate your consent by signing and dating this document where indicated above and returning it to the Company by email by attaching a scanned copy of the signed document to an email and sending it to dramaticneed@gmail.com.

You may not indicate your agreement to the resolution by any other method. If you do not agree to the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

However, once you have indicated your agreement to the resolution, you may not revoke your agreement.

2. Unless, by the end of a period of 28 days from the Circulation Date, 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 or during this date.
3. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

- 23.1.5 the entrance fees subscriptions and other fees or payments to be made by members;
 - 23.1.6 the conduct of Members in relation to one another and to the Company's workers;
 - 23.1.7 the use of the whole or any part(s) of the Company's premises at any particular time and/or for any particular purpose; and
 - 23.1.8 the procedure at General Meetings, Board Meetings and committees of the Directors so far as such procedures are not regulated by the Articles or the Act.
- 23.2 The Company shall have power at a Board Meeting to amend, supplement or repeal such rules *provided* that no Regulation shall conflict with the Act or the Articles.
- 23.3 The Directors shall give notice of the Regulations to Members and the same shall be binding thereon.
- 24. REGISTERED OFFICE**
- The registered office of the Company shall be in England and Wales.

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