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COMPANIES HOUSE

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THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE

**MEMORANDUM OF ASSOCIATION OF
ACOUK**

1 Name

1 1 The name of the charity is ACOUK ("**the Charity**")

2 Registered office

2 1 The registered office of the Charity is to be in England and Wales

3 Objects

3 1 The objects of the Charity are

3 1 1 the promotion of the education of the public in the arts of music and opera, in particular (but without prejudice to the generality of the foregoing words) *by supporting the charitable purposes¹* of the Australian Chamber Orchestra Pty Limited, a non-profit Australian incorporated company limited by shares having an endorsement under sub-division 50-B of the Australian Income Tax Assessment Act 1997 (CTH) ("**ITAA**") as an Income Tax exempt charitable entity and endorsement as a deductible gift recipient under sub-division 30-BA of the ITA,

3 1 2 such other exclusively charitable purposes as are recognised in the Law of England and Wales

4 Powers

4 1 The Charity has the following powers which may be exercised only in promoting the Objects

4 1 1 to publish or distribute information,

4 1 2 to co-operate with other bodies,

4 1 3 to support, administer or set up other charities,

¹ The wording "by supporting the charitable purposes" substituted the wording "by making grants to or for the benefits" in a written resolution passed by the members of the company on 6 November 2008

- 4 1 4 to raise funds (but not by means of taxable trading) and to take such steps by personal or written appeals public meetings exhibitions sales of books and advertising matter or otherwise as the Trustees may from time to time consider expedient for procuring contributions or donations or income to enable the Charity to carry out any of the Objects,
- 4 1 5 to raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing as the Charity shall think fit for the purposes of or in connection with the Objects and give security for loans (but only in accordance with the restrictions imposed by the Charities Act),
- 4 1 6 to acquire or hire property of any kind,
- 4 1 7 to sell, charge, mortgage, construct, repair, improve, develop, exchange, let, grant privileges, options, rights and licences in respect of all or any part of the property of the Charity or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
- 4 1 8 to make grants or loans of money and to give guarantees,
- 4 1 9 to set aside funds for special purposes or as reserves against future expenditure and to invest funds not immediately required by the Charity,
- 4 1 10 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 4 1 11 to delegate the management of investments to a financial expert, but only on terms that
- (i) the investment policy is set down in writing for the financial expert by the Trustees,
 - (ii) every transaction is reported promptly to the Trustees,
 - (iii) the performance of the investments is reviewed regularly with the Trustees,
 - (iv) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (v) the investment policy and the delegation arrangement are reviewed at least once a year,

(vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt,

(vii) the financial expert must not do anything outside the powers of the Trustees or the Charity,

4 1 12 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required,

4 1 13 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required,

4 1 14 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,

4 1 15 to pay and arrange insurance for the Charity's officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as the Trustees think fit and in relation to the Trustees so far as permitted by clause 4 1 16,

4 1 16 to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in clause 4 2 but subject to the restrictions specified in clause 4 3,

4 1 17 subject to clause 5, to employ paid or unpaid agents, staff or advisers,

4 1 18 to enter into contracts to provide services to or on behalf of other bodies,

4 1 19 to acquire merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects,

4 1 20 to pay the costs of forming the Charity,

4 1 21 to establish subsidiary companies to assist or act as agents for the Charity,

4 1 22 to do anything else within the law which promotes or helps to promote the Objects

4 2 The liabilities referred to in clause 4 1.16 above are

- 4 2 1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity,
- 4 2 2 the liability to make a contribution to the Charity's assets as specified in section 214 Insolvency Act 1986 (wrongful trading)
- 4 3 Excluded liabilities
 - 4 3 1 The following liabilities are excluded from clause 4 2 1
 - (i) fines,
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud dishonesty or wilful or reckless misconduct of the Trustee or other officer,
 - (iii) liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not
 - 4 3 2 There is excluded from clause 4 2 2 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation

5 Benefits to members and Trustees

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but
 - 5 1 1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 5 1 2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - 5 1 3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity;
 - 5 1 4 members (including Trustees) may receive charitable benefits in the capacity of beneficiaries of the Charity

- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
- 5 2 1 as mentioned in clauses 4 1.16 (indemnity insurance) 5 1 2 (interest) 5 1 3 (rent) 5 1 4 (charitable benefits) or 5 3 (contractual payments),
 - 5 2 2 reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - 5 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - 5 2 4 payment to any company in which a Trustee has no more than a 2% shareholding,
 - 5 2 5 in exceptional cases other payments or benefits (but only with the written approval of the Commission in advance)
- 5 3 A Trustee may not be an employee of the Charity, but a Trustee or connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
- 5 3 1 the goods or services are actually required by the Charity,
 - 5 3 2 the nature and level of the benefit is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5 4
- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee he or she must
- 5 4 1 declare an interest before the meeting or at the meeting before discussion begins on the matter,
 - 5 4 2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,
 - 5 4 3 not be counted in the quorum for that part of the meeting,
 - 5 4 4 be absent during the vote and have no vote on the matter
- 5 5 This clause may not be amended without the written consent of the Commission in advance

6 Limited liability

- 6 1 The liability of members is limited

7 Guarantee

- 7 1 Every member promises, if the Charity is dissolved while he she or it remains a member or within 12 months after he, she or it ceases to be a member, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while he she or it was a member

8 Dissolution

- 8 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways
- 8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within the same as or similar to the Objects,
- 8 1 2 directly for the Objects or charitable purposes which are within or similar to the Objects,
- 8 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 8 1 4 A final report and statement of account must be sent to the Commission

9 Interpretation

- 9 1 Words and expressions defined in the Articles have the same meanings as in this Memorandum
- 9 2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it

I, the person whose names is written below, wish to be formed into a company under this Memorandum of Association

NAME & ADDRESS OF SUBSCRIBER

SUBSCRIBER'S SIGNATURE

Name Edward Powell
Address 44 Barrow Road
 Cambridge
 CB2 8AS

Witness to the above signature

Name

Signature

Address

Occupation

THE COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF
ACOUK

1 Interpretation

1 1 In the Memorandum and in these Articles unless the context indicates another meaning

“**these Articles**” means these articles of association,

“**authorised representative**” means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Trustees or the Secretary,

“**Chairman**” means the chairman of the Trustees,

“**the Charity**” means the company governed by the Articles,

“**the Charities Act**” means the Charities Act 2006,

“**charity trustee**” has the meaning prescribed by section 97(1) of the Charities Act 1993,

“**clear days**” in relation to the period of a notice means the 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 ,

“**the Commission**” means the Charity Commissioners for England and Wales,

“**the CA 1985**” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

“**the CA 2006**” means the Companies Act 2006 for the time being in force,

“**the Companies Acts**” means the CA 1985 and the CA 2006,

“**connected person**” means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 2% of the share capital,

“custodian” means a person or body who undertakes safe custody of assets or of documents or records relating to them,

“electronic communication” means the same as in the Electronic Communications Act 2000,

“financial expert” means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

“firm” includes a limited liability partnership,

“indemnity insurance” means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

“informal membership” refers to a supporter who may be called a **“member”** but is not a company member of the Charity,

“material benefit” means a benefit which may not be financial but has a monetary value,

“member” and **“membership”** refer to membership of the Charity within the meaning of the Companies Acts,

“Memorandum” means the Charity’s Memorandum of Association,

“month” means calendar month,

“nominee company” means a corporate body registered or having an established place of business in England and Wales,

“the Objects” means the Objects of the Charity as defined in clause 3 of the Memorandum,

“Secretary” means any company secretary of the Charity that may be appointed from time to time,

“taxable trading” means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

“Treasurer” means the treasurer of the Charity,

“Trustee” means a director of the Charity and **“Trustees”** means the directors,

“written” or **“in writing”** refers to a legible document on paper including a fax message and, if the Trustees shall in their absolute discretion determine for any purpose or purposes under these Articles

or the Companies Acts, subject to such terms as the Trustees may determine, electronic communications,

“year” means calendar year

- 1 2 Words importing the masculine gender only shall include the feminine gender, and the singular includes the plural and vice versa
- 1 3 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts, but excluding any statutory modification not in force on the date when the Charity is formed or when these Articles are adopted by the Charity (if later) In all other cases a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

2 Membership

- 2 1 The Charity must maintain a register of members
- 2 2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who
 - 2 2 1 applies to the Charity in the form required by the Trustees,
 - 2 2 2 is approved by the Trustees, and
 - 2 2 3 signs the register of members or consents in writing to become a member either personally or (in the case of an organisation) through an authorised representative
- 2 3 The Trustees may establish different classes of membership (including informal membership) prescribe their respective privileges and duties and set the amounts of any subscriptions
- 2 4 Membership is terminated if the member concerned
 - 2 4 1 gives written notice of resignation to the Charity,
 - 2 4 2 dies or (in the case of an organisation) ceases to exist,
 - 2 4 3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due), or
 - 2 4 4 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the member concerned and considered the matter in the light of any such views
- 2 5 Membership of the Charity is not transferable

3 General meetings

- 3 1 General meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by all the members having a right to attend and vote. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.
- 3 2 The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the CA 2006, shall forthwith proceed to convene a general meeting in accordance with the provisions of the CA 2006. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of the company may call a general meeting.
- 3 3 Members are entitled to attend general meetings either (in the case of a member who is a person) personally or by proxy or (in the case of a member which is an organisation) by an authorised representative or by proxy. In accordance with the provisions of the CA 2006, proxy forms must be delivered at least 48 hours before the meeting.
- 3 4 There is a quorum at a general meeting if the number of members or authorised representatives present in person or proxy and entitled to vote upon the business to be transacted is at least two.
- 3 5 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 3 6 On a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote.
- 3 7 In accordance with the CA 2006, a resolution of members in writing has effect as if passed by the Charity in general meeting. A written ordinary resolution may be passed by or on behalf of members representing a simple majority of the total voting rights of eligible members being those members who would have been entitled to vote on the resolution on its circulation date. A written special resolution may be passed by or on behalf of members representing not less than 75% of the total voting rights of eligible members being those members who would have been entitled to vote on the resolution on its circulation date. A written resolution (whether an ordinary or special resolution) may consist of several instruments in the like form each executed by or on behalf of one or more members. A written resolution proposed in accordance with this Article shall lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

4 The Trustees

- 4 1 The Trustees as charity trustees have control of the Charity and its property and funds
- 4 2 The number of Trustees shall be at least two, both or all of whom must be members
- 4 3 The first Trustees shall be the subscribers to the Memorandum and these Articles and shall hold office for such period subject to clause 4 7 and upon such terms and conditions as they shall decide
- 4 4 Apart from the first Trustees referred to in clause 4 3 above, every Trustee shall be appointed by resolution of the Trustees from time to time for a period of office and upon such terms and conditions as the Trustees shall decide
- 4 5 No Trustee shall be appointed otherwise than as stated in clauses 4 3 to 4 4 of these Articles
- 4 6 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees and signing such declaration of willingness shall be confirmation of acceptance by such Trustee of such terms and conditions of his appointment as have been notified to him in writing
- 4 7 A Trustee's term of office automatically terminates if he or she
 - 4 7 1 is disqualified under the Charities Act from acting as a charity trustee,
 - 4 7 2 is incapable, whether mentally or physically, of managing his or her own affairs,
 - 4 7 3 is absent, without the agreement of the other Trustees from four consecutive meetings of the Trustees,
 - 4 7 4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity),
 - 4 7 5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
 - 4 7 6 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
 - 4 7 7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5 Trustees' proceedings

- 5 1 Subject to the provisions of these Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.
- 5 2 The Trustees must hold at least two meetings each year.
- 5 3 A quorum at a meeting of the Trustees is two Trustees personally present. A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 5 4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 5 5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 5 6 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees is as valid as a resolution passed at a meeting of Trustees duly convened and held. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 5 7 Every Trustee has one vote on each issue.
- 5 8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6 Trustees' powers

- 6 1 The Trustees have the following powers in the administration of the Charity:
- 6 1 1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Acts,
- 6 1 2 to appoint a Chairman, Treasurer and other honorary officers from among their number,
- 6 1 3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees,

- 6 1 4 to make standing orders consistent with the Memorandum, these Articles and the CA 2006 to govern proceedings at general meetings and to prescribe a form of proxy,
- 6 1 5 to make rules consistent with the Memorandum, these Articles and the CA 2006 to govern their proceedings and proceedings of committees,
- 6 1 6 to make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any),
- 6 1 7 to establish procedures to assist the resolutions of disputes or differences within the Charity,
- 6 1 8 to exercise any powers of the Charity which are not reserved to a general meeting

7 Records and accounts

- 7 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
 - 7 1 1 annual reports,
 - 7 1 2 annual returns, and
 - 7 1 3 annual statements of account
- 7 2 The Trustees must keep proper records of
 - 7 2 1 all proceedings at general meetings,
 - 7 2 2 all proceedings at meetings of the Trustees,
 - 7 2 3 all reports of committees, and
 - 7 2 4 all professional advice obtained
- 7 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 7 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied within two months to any other person who makes a written request and pays the Charity's reasonable costs

8 Notices

- 8 1 Notices under these Articles may be sent by hand, by post or by suitable electronic communications
- 8 2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members
- 8 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 8 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 8 3 2 two clear days after being sent by first class post to that address,
 - 8 3 3 three clear days after being sent by second class or overseas post to that address,
 - 8 3 4 on the date of publication of a newspaper containing the notice,
 - 8 3 5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
 - 8 3 6 as soon as the member acknowledges actual receipt
- 8 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

9 Indemnity

- 9 1 Subject to the Companies Acts but without affecting any indemnity to which he may otherwise be entitled, every Trustee and every officer of the Charity, will be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, and in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court

10 Dissolution

- 10 1 The provisions of the Memorandum relating to the dissolution of the Charity take effect as though repeated here

I, the person whose name is written below, wish to be formed into a company under these Articles of Association

NAME & ADDRESS OF SUBSCRIBER

SUBSCRIBER'S SIGNATURE

Name Edward Powell
Address 44 Barrow Road
 Cambridge
 CB2 8AS

Witness to the above signature

Name

Signature

Address

Occupation

Company Regn No

Charity Regn No

THE COMPANIES ACTS
1985 to 2006

**MEMORANDUM AND ARTICLES OF
ASSOCIATION OF**

ACOUK
