

*The Companies Acts 1948 to 1976*

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL

# Memorandum

AND

# Articles of Association

OF

THE ASSOCIATION OF BRITISH THEATRE TECHNICIANS

INCORPORATED THE 30th DAY OF OCTOBER 1975

As amended by Special Resolutions dated 31<sup>st</sup> July 1987,  
5<sup>th</sup> April 2000, 24<sup>th</sup> April 2002, 13<sup>th</sup> December 2002,  
22<sup>nd</sup> September 2005 ~~and~~, 12<sup>th</sup> October 2016 and 21<sup>st</sup> June 2024.

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**REGISTERED IN ENGLAND**

**No: 1231725**

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COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

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# Memorandum of Association

OF

## THE ASSOCIATION OF BRITISH THEATRE TECHNICIANS

1. The name of the Company (hereinafter called “the Association”) is “~~THE ASSOCIATION OF BRITISH THEATRE TECHNICIANS~~ The Association of British Theatre Technicians”.
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are:-
  - (A) ~~(A)~~ the advancement of public education in the technical subjects connected with the theatre and theatrical presentation and the promotion for the benefit of the public of excellence in theatre design and technical presentation of theatrical works.

In furtherance of the above objects but not further or otherwise the Association shall, subject to Article 4 of this Memorandum of Association, have the following powers:

- (i) to advocate efficient standards of planning for the building or reconstruction of theatres and to promote theatre design which will offer the widest possible scope for theatrical expression;
- (ii) to promote and encourage improvement in the design and the proper installation and use of stage equipment and materials;
- (iii) to advocate an enlightened and flexible approach to measures for public safety and fire precautions in theatres and the application of new technical knowledge and experience in those fields to changing conditions;
- (iv) to encourage high standards of work in all technical matters relating to the theatre;
- (v) to facilitate the exchange of ideas and information amongst theatre technicians and others concerned in any way with the theatre in any part of the world, paying attention to the different needs and opportunities of each locality, organisation and form of theatre;

- (vi) to promote and organise meetings, discussions, correspondence, lectures, demonstrations, exhibitions, competitions and courses of training in relation to the theatre; and to organise and promote the presentation of theatrical events;
  - (vii) to publish books, magazines, pamphlets and other matter relating to the art of the theatre, and to provide and maintain information services for the collection and dissemination of technical information;
  - (viii) to engage in research and development projects relating to the theatre;
  - (ix) to act as an examining body in relation to any technical subject, and to grant degrees, diplomas, certificates and other qualifications as may be appropriate;
  - (x) to solicit and receive subscriptions, donations, grants and other financial or material assistance of any kind, and to make such charges for the services and activities of the Association as may be appropriate;
  - (xi) to establish regional or local branches in any part of the world;
  - (xii) to co-operate with any existing or future organisations whose activities may correspond in whole or in part with those of the Association, and where appropriate to seek affiliation or other connection with such organisations;
  - (xiii) to provide and maintain libraries of books and documents relating to the activities of the Association and to make available, either by sale or hire, or on loan, costumes, scenery, properties, books, plays, recorded material, equipment, pamphlets and publications relating to the said activities.
- (B) ~~(B)~~ To take over the whole or any part of the real and personal property belonging to, and to undertake all or any of the liabilities of, the unincorporated association known by the same name as the Association.
- (C) ~~(C)~~ To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for any of the purposes of the Association, and to construct maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (D) ~~(D)~~ To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Association.
- (E) ~~(E)~~ To borrow and raise money in such manner as the Association may think fit.
- (F) ~~(F)~~ To undertake and execute any charitable trusts which may seem directly or indirectly necessary for the attainment of any of the objects of the Association.
- (G) ~~(G)~~ To invest the monies of the Association not immediately required for its purposes in or upon such investments securities or property as may be thought fit, subject nevertheless to such consents and conditions (if any) as may for the time being be required or imposed by law and subject also hereinafter provided.

- (H) ~~(H)~~ To subscribe to any local or other charities and to make donations for any charitable purpose, and to provide a superannuation fund for the servants of the Association or otherwise to assist any such servants, their widows and children.
- (I) ~~(I)~~ To establish and support and to aid in the establishment and support of any other charitable association formed for all or any of the objects of the Association.
- (J) ~~(J)~~ To amalgamate with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of the Association.
- (K) ~~(K)~~ To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of such companies, institutions, societies or associations as aforesaid.
- (L) ~~(L)~~ To transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of such companies, institutions, societies or associations as aforesaid.
- (M) ~~(M)~~ To do all such other lawful things as are necessary for the attainment of the objects or any of them.

**PROVIDED THAT**

4. ~~(a)~~ In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (b) ~~(ii)~~ The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (c) ~~(iii)~~ In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of ~~Management or Governing Body of~~ the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects, and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council ~~of Management or Governing Body~~ have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners over such Council ~~of Management or Governing Body~~ but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

5. ~~4.~~ The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Association, ~~and no elected. No Member of the Association or~~ member of its Council ~~of Management or Governing Body shall be appointed to any office of the~~ shall, save as provided by this Memorandum of Association, be paid by salary or fees or receive any remuneration or other benefit ~~in money or money's worth~~ from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:

- ~~(a) of reasonable and proper remuneration to any Member, officer or servant of the Association not being an elected member of its Council of Management or Governing Body for any services rendered to the Association;~~
- (a) to any Member of the Association or member of its Council, officer or servant of the Association for any goods or services to the Association, subject to compliance with any guidelines from time to time issued by the Charities Commission;
- (b) of interest on money lent by any Member of the Association or member of its Council ~~of Management or Governing Body~~ at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Bank of England, or 3 per cent, whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any Member of the Association or member of its Council ~~of Management or Governing Body~~; and
- ~~(d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council of Management or Governing Body may be a member holding not more than 1/100th part of the capital of that company; and~~
- (d) ~~(e)~~ to any member of the Association or member of its Council of Management or Governing Body ~~of~~ for out-of-pocket expenses.

6. ~~5.~~ The liability of the Members is limited.

7. ~~6.~~ Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while ~~he is~~ they are a Member, or within one year after ~~he ceases~~ they cease to be a Member, for the payment of the debts and liabilities of the Association contracted before ~~he ceases~~ they cease to be a Member, and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

8. ~~7.~~ If upon the winding up or dissolution of the Association there remains, after the satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

WE, the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
FREDERICK PERCY BENTHAM, 24 Amhurst Road, W.13.	Theatre Consultant
DAVID ADAMS, 3 Westbourne Gardens W.2.	Production Manager
RICHARD YORK, 36 Elborough Street, S.W.18.	Theatre Manager
DAVID AYLIFF, 81 St Marys Grove, W.4 3LW.	Stage Manager
ROGER FOX, 7 Grange Road, Kingston Upon Thames	Entertainments Manager
JAMES SARGANT, 28 Waterford House, 110 Kensington Park Road, London, W.11.	Theatre Administrator
IAN BRONSON ALBERY, 12 Earlham Street, W.C.2.	Theatre Consultant
GRAHAM PHOENIX, 41 Combedale Road.	Theatre Technician
GRAHAM WALNE, 9 Anglesea Road, Wivenhoe.	Company Director
IAIN MACKINTOSH, 2 Sibella Road, S.W.4.	Theatre Historian

~~D A T E D~~

DATED the 3rd day of September, ~~1975~~

WITNESS to the above Signatures: -

A.D. LOVIBOND 16 Beresford Square,  
Woolwich, London, SE18 6AY.

Solicitor.

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

# Articles of Association

OF

## THE ASSOCIATION OF BRITISH THEATRE TECHNICIANS

### GENERAL

1. In these Articles:

“The Act” means the Companies Act, ~~1948~~ 2006.

“The Association” means the above-named Association.

“The Council” means the Council ~~of Management~~ for the time being of the Association under these Articles.

~~“The Office” means the registered office of the~~

~~Association. “The Seal” means the common seal of the~~

~~Association.~~

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words importing ~~one gender shall include all genders, and~~ the singular includes the plural and vice versa.

The person elected ~~Chairman~~Chair of the Council under these Articles may also be known as Chairman, Chairwoman or Chairperson as determined by the person so elected and the person elected ~~Vice-Chairman~~Vice-Chair of the Council under these Articles may also be known as Vice-Chairman, Vice-Chairwoman or Vice-Chairperson as determined by the person so elected and any person appointed by a committee as ~~Chairman~~Chair under these Articles may also be known as Chairman, Chairwoman or Chairperson as determined by the person so appointed.

Subject as aforesaid any words or expressions defined in the Act or any statutory modification thereof at the date upon which these Articles become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

2. The number of Members with which the Association proposes to be registered is declared to be unlimited.
3. The Association is established for the purposes expressed in the Memorandum of Association.



## MEMBERSHIP

4. Any individual with relevant experience and manifest commitment to the technical aspects of the art of the theatre shall be qualified to be a Member of the Association.
  
5.
  - (a) The Members of the Association shall be the subscribers of the Memorandum of Association, such individual full members of the unincorporated association known as The Association of British Theatre Technicians at the date of its dissolution who expressed in writing their willingness to become Members and such other persons as shall apply for admission and be admitted as Members by the Council.
  - (b) Every application for membership shall be in writing signed by the applicant and by two persons able to vouch for the applicant as to ~~his~~their relevant experience and manifest commitment to the technical aspects of the art of the theatre.
  - (c) The Council shall consider every application for membership and shall determine upon the admission or rejection of the applicant. In no case shall the Council be obliged to give any reason for the rejection of an applicant.
  
6.
  - (a) The Council may from time to time by resolution appoint as Fellows of the Association any persons who in the opinion of the Council have rendered signal service to the technical aspects of the art of the theatre. Fellows shall not be liable to pay subscriptions but shall be entitled to the privileges and rights of Members.
  - (b) The Council may from time to time by resolution appoint as Honorary Members of the Association any persons who in the opinion of the Council have rendered signal service to the Association. Honorary Members shall not be liable to pay subscriptions but shall be entitled to the privileges and rights of Members.
  
7.
  - (a) Annual subscriptions shall be payable on admission to membership, and thereafter on the 1st January in each year.
  - (b) Unless and until otherwise determined by the Association in General Meeting, the Council shall determine the minimum annual subscription payable by Members.
  - (c) Unless and until otherwise determined by the Association in General Meeting, the Council may determine a reduced minimum annual subscription payable by Members who are of a young age, are undertaking full-time education or who have retired from employment.
  
8.
  - (a) Membership shall not be transferable or transmissible, and shall cease in any of the following events, that is to say:
    - (1) upon the death of the Member;
    - (2) upon the resignation of the Member;
    - (3) upon the failure on the part of the Member to pay within a period of three months after the same shall have become due the annual subscription payable by ~~him~~them;
    - (4) upon removal from membership by the Council pursuant to paragraph (b) of

this Article.

- (b) The Council may at any time by resolution remove from membership of the Association any Member whose conduct they consider to be detrimental or opposed to the interests of the Association. Any Member whose membership has been terminated under this paragraph may, within one month after receiving notice of such termination, appeal against such termination to the next General Meeting, but no such appeal shall be entertained unless it is within the said period of one month supported in writing by at least ten Members.

### **ASSOCIATESHIP AND AFFILIATION**

9. (a) Any individual who is interested in technical aspects of the art of the theatre shall be qualified to be an Associate of the Association.
- (b) Any non-profit distributing organisation interested in technical aspects of the art of the theatre shall be qualified to be affiliated to the Association.
10. The Council shall consider every application for associateship or affiliation which shall be in writing and shall determine upon the admission or rejection of the applicant. In no case shall the Council be obliged to give any reason for the rejection of an applicant.
11. (a) Annual subscriptions shall be payable on admission to associateship or affiliation and thereafter on the 1st January in each year.
- (b) Unless and until otherwise determined by the Association in General Meeting, the Council shall determine the minimum annual subscriptions payable by Associates and Affiliated Organisations.
- (c) Unless and until otherwise determined by the Association in General Meeting, the Council may determine a reduced minimum annual subscription payable by Associates who are of a young age, are undertaking full-time education or who have retired from employment.
12. (a) Associateship or affiliation shall not be transferable or transmissible and shall cease in any of the following events, that is to say:
- (1) upon the death of the Associate or the liquidation or dissolution of the Affiliated Organisation.
- (2) upon resignation.
- (3) upon failure to pay the annual subscription within a period of three months after the same shall have become due.
- (4) upon removal by the Council pursuant to paragraph (b) of this Article.
- (b) The Council may at any time by resolution remove from associateship or affiliation any Associate or Affiliated Organisation whose conduct they consider to be detrimental or opposed to the interests of the Association. Appeal against such removal may be made in writing within one month after receiving notice of such removal to the next General Meeting, provided that the appeal be supported in writing by at least ten Members, Associates or Affiliated Organisations.

## GENERAL MEETINGS

13. The Association shall in each year hold ~~a general meeting as its~~an Annual General Meeting in addition to any other ~~meetings~~General Meeting in that year, and shall specify the meeting as such in the notices calling the same. ~~Not more than fifteen months shall elapse between the date of one~~An Annual General Meeting and ~~that of the next. An Annual~~any General Meeting shall be held at any such place and time as the Council shall determine.
14. ~~All General Meetings other than~~Not more than fifteen months shall elapse between the date of one Annual General ~~Meetings shall be called Extraordinary General Meetings~~Meeting and that of the next.
15. The Council may whenever they think fit, and they shall upon a requisition made in writing by ten or more Members convene ~~an Extraordinary~~a General Meeting, and in default such a ~~meeting~~General Meeting may be convened in manner provided by ~~Section 132~~Part 13 Chapter 3 of the Act. The cost of convening any such ~~Extraordinary~~ General Meeting upon a requisition made by ten or more Members shall be borne by the requisitioning Members, unless the meeting shall by two thirds majority otherwise determine.
16. Twenty eight days' notice in writing at least of every Annual General Meeting and twenty one days' notice in writing at least of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notices from the Association; but with the consent of all the Members entitled to receive notices thereof; or of such proportion thereof as is prescribed by the Act in respect of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members think fit.
17. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled thereto shall not invalidate the proceedings at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS

18. All business shall be deemed special that is transacted at ~~an Extraordinary~~a General Meeting, and all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and reports of the Council and of ~~the~~any Auditors or independent examiners, the announcement of the result of the ballot for membership of the Council and the appointment and remuneration of ~~the~~any Auditors or independent examiners.
19. Subject as hereinafter provided no business shall be transacted at any meeting unless a quorum of not less than ten Members is present when the meeting proceeds to business.
20. If within half an hour from the time appointed for a meeting a quorum is not present

the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the following week, at the same time and place; and if at such adjourned meeting a quorum is not present within half an hour of the time appointed the Members present shall be a quorum.

21. The President, or in the case of ~~his~~their absence or a vacancy in that office the ~~Chairman~~Chair or the Vice ~~Chairman~~Chair of the Council, shall preside as ~~Chairman~~Chair at every General Meeting;

- but if none of them shall be present and willing to preside, the Members present shall choose some member of the Council, or failing that some Member who is present, to preside.
22. The ~~Chairman~~Chair of a meeting may, with the consent of the meeting, adjourn the meeting from time to time and from place to place but so that no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. The Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.
  23. At all General Meetings a resolution put to the vote shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the ~~Chairman~~Chair of the Meeting or by at least three Members present in person or by proxy, and unless a poll be so demanded a declaration by the ~~Chairman~~Chair of the Meeting that a resolution has been carried or lost or not carried by a particular majority, and an entry to that effect in the minute book of the Association shall be conclusive evidence of that fact.
  24. Subject to the provisions of Article 25 hereof, if a poll is demanded as aforesaid, it shall be taken at such time and place and in such manner (including, if thought fit, by postal ballot of all Members) as the ~~Chairman~~Chair of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.
  25. No poll shall be demanded or taken upon the election of a ~~Chairman~~Chair or on a question of adjournment.
  26. The demand for a poll shall not prevent the transaction of any business other than the question upon which the poll has been demanded.
  27. In the case of an equality of votes, whether on a show of hands or on a poll or in any postal ballot, the ~~Chairman~~Chair of the Meeting shall be entitled to a ~~second or~~ casting vote.

### **VOTES OF MEMBERS**

28. Subject as hereinafter provided every Member, including retired Members, Honorary Members and Fellows shall have one vote. Associates and Affiliated Organisations shall be entitled to notice of and to attend and speak at ~~general meetings~~any General Meeting, but shall have no vote.
29. No Member other than a Member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of ~~his~~their membership shall be entitled to vote on any question either personally or by proxy at any meeting.
30. Votes may be given on a poll either personally or by proxy. A proxy need not be a Member of the Association.
31. The instrument appointing a proxy shall be in writing under the hand of the appointer or ~~his~~their attorney duly authorised in writing.

32. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be ~~deposited at the office~~received by the Association not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the proxy proposes to vote, or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll, and in default the proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiry of twelve months from the date of its execution.
33. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

THE ASSOCIATION OF BRITISH THEATRETECHNICIANS			
I	of	, being a Member of	
the above-named Association hereby appoint of or failing			
<del>him</del> <u>them</u>	of		
of the Association to be held on the			
	day of		20
Signed this			
	day of		20

34. The instrument appointing a proxy shall be deemed to confer on the proxy authority to demand or join in demanding a poll.
35. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principle or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received ~~at~~by the ~~office~~Association before the commencement of the meeting or adjourned meeting at which the proxy is used.

### ~~THE COUNCIL OF MANAGEMENT~~

36. Until otherwise determined by the Association in General Meeting the Council shall consist of:

~~Council.~~

(a) ~~a)~~

eleven Members of the Association elected as hereinafter provided;

(b) ~~b)~~ as many Members or Associates of the Association co-opted on to the Council as the Council shall determine;

(c) ~~e)~~ any persons who under these Articles are ex-officio members of the Council.

The eleven elected members of the Council shall be the Directors of the Association and shall also be the trustees of the charity known as The Association of British Theatre Technicians. All members of the Council shall be entitled to attend and speak at Council meetings but only the eleven elected members of the Council shall be entitled to vote.



37. (a) The elected members of the Council shall be elected by the Members of the Association by ballot held prior to each Annual General Meeting of the Association.
- (b) Notice of the number of vacancies on the Council to be filled by election in that year, of the names of the persons whose term of office is ending, and of the eligibility of those persons for re-election shall be given to the Members not later than 60 days before the Annual General Meeting. Such notice shall specify the date by which nominations must be received by the ~~Secretary~~Council under paragraph (c) of this Article.  
~~(c) of this Article.~~
- (c) Nomination for election to the Council shall be in writing signed by two Members of the Association as proposer and seconder respectively, and containing the signed consent of the candidate to serve, and must be received by the ~~Secretary~~Council not later than 35 days before the Annual General Meeting.
- (d) Ballot papers shall be sent as permitted to all Members of the Association at least twenty-eight days before the Annual General Meeting.
- (e) Each Member of the Association shall have one vote for each vacancy to be filled by election, but may not give more than one vote to any one candidate.
- (f) Ballot papers shall be returned so as to reach the ~~Secretary~~Council not less than seven days before the Annual General Meeting, and any not so returned shall be ignored.
- (g) Notwithstanding the provisions of Article 36 hereof, in the case of an equality of votes for two or more candidates for a single remaining vacancy on the Council all such candidates shall be elected members of the Council.
- (h) The result of the Ballot shall be announced at the Annual General Meeting, and the terms of office of the members elected shall then commence.
38. (a) The term of office of an elected member of the Council shall continue until the third Annual General Meeting after that at which it commenced.
- (b) A member who has served on the Council for one term shall be eligible for re-election for a further consecutive term; but after serving for two consecutive terms a member shall not be eligible for re-election until the year after the termination of ~~his~~their second term of office.
- (c) There shall be no retiring age for members of the Council ~~and Section 185 of the Act shall not apply.~~
39. The Council may from time to time and at any time co-opt any Member or Associate of the Association on to the Council, either to fill a casual vacancy amongst the elected members or by way of addition to the Council. Any Member or Associate co-opted on to the Council shall hold office only until the next Annual General Meeting or until ~~he~~they shall earlier vacate ~~his~~their office and shall have no vote.

## POWERS OF THE COUNCIL

40. The business of the Association shall be conducted by the Council who may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and as are not by statute or by these Articles required to be exercised or done by the Association in General Meeting, subject nevertheless to any regulations of these Articles, of the provisions of the statutes for the time being in force and affecting the Association, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Association in General Meeting; but no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
41. The members for the time being of the Council may act notwithstanding any vacancy in their body, provided that if the members of the Council shall at any time be reduced in number to less than five, they may act as the Council for the purpose of admitting persons to membership of the Association, or of filling up vacancies in their body or of summoning a General Meeting of the Association but not for any other purpose.

## DISQUALIFICATION OF MEMBERS OF THE COUNCIL

42. The office of a member of the Council shall be vacated:
- (a) if a receiving order is made against ~~him or he makes~~ them or they make any arrangement or composition with ~~his~~ their creditors;
  - (b) if ~~he~~ they becomes of unsound mind;
  - (c) if ~~he ceases~~ they cease to be a Member of the Association;
  - (d) if by notice in writing to the Association ~~he resigns his~~ they resign their office;
  - (e) if ~~he becomes~~ they become prohibited from holding office by reason of any order made under the ~~Companies Acts 1948 to 1976.~~ Act;
  - (f) if ~~he is~~ they are removed from office by resolution duly passed pursuant to Section ~~184~~ 168 of the Act;
  - (g) at the discretion of the Council if ~~he~~ they shall be absent from three consecutive meetings of the Council without having submitted an apology for absence.

## PROCEEDINGS OF THE COUNCIL

43. The Council shall meet not less than four times a year in each year. The ~~Chairman~~ Chair or any three members of the Council may and ~~the~~ any Secretary on the request of the ~~Chairman~~ Chair or any three members shall at any time summon a meeting of the Council. Where reasonably possible, at least seven days notice shall be given to members of the Council of meetings of the Council specifying the general nature of the business to be transacted; but a member who is absent from the United Kingdom shall not be entitled to any notice and the accidental omission to give such notice or non-receipt thereof shall not invalidate any proceedings of the Council.

44. At any meeting of the Council four elected members of the Council form a quorum.

45. Questions arising at any meeting of the Council shall be determined by a simple majority of votes, and in case of an equality of votes the ~~Chairman~~Chair of the meeting shall have a ~~second-or~~ casting vote.
46. At its first meeting after the Annual General Meeting in each alternate year the Council shall elect from amongst its members a ~~Vice-Chairman~~Vice-Chair of the Council who shall hold office for two years or until ~~he ceases~~they cease to be a member of the Council, whichever is the shorter period, and shall if remaining a member of the Council be eligible for re-election. At the same time the Council shall elect a ~~Chairman~~Chair of the Council, an Honorary Treasurer and an Honorary Secretary who if not already members of the Council shall become ex-officio members thereof, shall hold office for two years and shall be eligible for re-election. Any casual vacancy in any of the said offices may be filled by the Council, but the person elected shall hold office only for the remainder of the term for which ~~his~~their predecessor was elected.
47. The Council may at any time invite suitably eminent persons to be President and Vice- Presidents of the Association for an agreed term of office.
48. The Council may from time to time appoint committees, and may define their respective functions and responsibilities. Any Committee so appointed shall in the exercise of the powers delegated to it conform to any regulations imposed upon it by the Council. A Committee may meet and adjourn as it thinks proper and may appoint a ~~Chairman~~Chair of its meetings. Questions arising at any meeting of a Committee shall be decided by a simple majority of votes, and in the case of equality of votes the ~~Chairman~~Chair of the meeting shall have a casting vote. At least one member of all Committees shall be an elected, co-opted or ex-officio member of the Council. In the event of the ~~Chairman~~Chair of a Committee not being at that time a member of the Council ~~he~~they shall become an ex-officio member of the Council. All acts and proceedings of any such Committee shall be reported back to the Council as soon as possible.
49. The ~~Chairman~~Chair of the Council shall preside at any meeting of the Council at which ~~he is~~they are present but, if ~~he is~~they are not present within five minutes after the time appointed for holding the meeting, the ~~Vice-Chairman~~Vice-Chair of the Council shall preside, or, failing ~~him~~them, the members of the Council present shall choose one of their number to be ~~Chairman~~Chair of the meeting.
50. All Honorary Officers of the Council shall be members ex-officio of every Committee.
51. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Association and of the Council and of all Committees; and any such minutes of any meeting, if purporting to be signed by the ~~Chairman~~Chair of such meeting, or by the ~~Chairman~~Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
52. A resolution in writing signed by all the members of the time being of the Council or of any Committee who are entitled to receive notice of a meeting of the Council or of such Committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such Committee duly convened and constituted.

## THE SECRETARY

~~53. Subject to Section 21 (5) of the Companies Act 1976, a Secretary shall be appointed by the Council for such time, at such remuneration and upon such conditions as, consistent with the provisions of Clause 4 of the Memorandum of Association, they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act shall apply and be observed. The Council 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 there be no Secretary or no Secretary capable of acting.~~

## DELEGATION

53. A Secretary may be appointed by the Council as Council may think fit, and any Secretary so appointed may be removed by the Council. The Council may further appoint any other person for the purposes of promoting the objects of the Association and for performing relevant functions of the Association.
54. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Council ~~and the~~or any Secretary shall not be satisfied by its being done by or to the same person acting both as a member of the Council and as, or in place of, ~~the~~any Secretary.

## THE SEAL

### EXECUTION OF DOCUMENTS

55. ~~The~~Any common seal of the Association shall not be affixed to any instrument except by the authority of resolution of the Council, and in the presence of one member of the Council and ~~the~~any Secretary or of two members of the Council, which said persons shall sign every instrument to which the seal is affixed in their presence. ~~In favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence that the seal has been properly affixed.~~ Any other execution of any document shall be by the authority of resolution of the Council and comply with Part 4 of the Act.

## ACCOUNTS

56. The Council shall ~~cause proper books of account to be kept~~keep adequate accounting records of the Association in accordance with ~~Section 12~~section 386 of the ~~Companies Act 1976.~~
57. The accounting records ~~shall be kept at the office or, subject to Sections 12(6) and (7) of the Companies Act 1976, at such other place or places as the Council shall think fit,~~ and of the Association shall always be ~~open to~~available for inspection by members of the Council.
58. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Association or any of them shall be open to inspection of Members other than members of the Council, and no such Member shall have any right of inspecting any

account or book or document of the Association except as conferred by statute or authorised by the Council or by the Association in General Meeting.

59. At the Annual General Meeting in each year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account made up to the end of the financial year preceding such meeting together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and ~~the~~any Auditors or independent examiners, and the copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required to be annexed or attached thereto or to accompany the same shall not less than twenty one days before the date of the meeting be made available as permitted to ~~the~~any Auditors and to all other persons entitled to receive notices of General Meetings in the same manner in which notices are hereinafter directed to be served.

### **AUDIT OR INDEPENDENT EXAMINATION**

60. Once at least in every year the accounts of the Association shall be, as Council properly decides from time to time, audited or independently examined ~~and as to~~ the correctness of the income and expenditure account and balance sheet ~~ascertained by one or more,~~ by properly qualified ~~Auditor or~~ Auditors or by competent independent examiners as appropriate.
61. Auditors shall, to the extent that the Act requires, be appointed ~~and their duties regulated~~ in accordance with ~~Section 161 of the Act, Section 14 of the Companies Act 1967 and Sections 13 to 18 of the Companies Act 1976, the members of the Council being treated as the Directors mentioned in those Sections.~~ Part 16 of the Act. Alternatively, independent examiners may be appointed, subject to compliance with any guidelines from time to time issued by the Charities Commission.

### **MEANS OF COMMUNICATION TO BE USED**

62. (a) Subject to the articles, anything sent or supplied by or to the Association under the articles 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~~the Act to be sent or supplied by or to the Association.
- (b) Subject to the articles, any notice or document to be sent or supplied to a director/trustee in connection with the taking of decisions by directors/trustees may also be sent or supplied by the means by which that director/trustee has asked to be sent or supplied with such notices or documents for the time being.
63. Any notice to be given to or by any person pursuant to the articles:
- (a) must be in writing; or
- (b) must be given in electronic form.
64. (a) The Association may give any notice to a member or any other person who qualifies for notification as state in Article 67 herein, either:
- (i) personally; or
- (ii) by sending it by post in a prepaid envelope addressed to the person at ~~his or her~~their address; or
- (iii) by leaving it at the address of the person; or
- (iv) by giving it in electronic form to the person's address; or
- (v) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- (b) A Member or other person who qualifies for notification as stated in Article 67

herein, who does not register an address with the Association or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Association.

65. A Member, or other person as stated in Article 67 herein present in person at any meeting of the Association shall be deemed to have received notice of the meeting and of the purposes for which it was called.
66. (a) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.



- (b) Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the ~~Companies Act 2006~~.
  - (c) In accordance with section 1147 of the ~~Companies Act 2006~~, notice shall be deemed to be given:
    - (i) ~~(a)~~ 48 hours after the envelope containing it was posted; or
    - (ii) ~~(b)~~ in the case of an electronic form of communication, 48 hours after it was sent.
67. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:
- (a) every Member, Associate, Affiliated Organisation, Honorary Member and Fellow;
  - (b) the President and Vice-Presidents (if any); and
  - (c) ~~the~~any appointed Auditors for the time being of the Association.

#### **DISSOLUTION**

68. Clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
FREDERICK PERCY BENTHAM, 24 Amhurst Road, W.13.	Theatre Consultant
DAVID ADAMS, 3 Westbourne Gardens, W.2.	Production Manager
RICHARD YORK, 36 Elborough Street, S.W.18.	Theatre Manager
DAVID AYLIFF, 81 St Marys Grove, W.4 3LW.	Stage Manager
ROGER FOX, 7 Grange Road, Kingston Upon Thames.	Entertainments Manager
JAMES SARGANT, 28 Waterford House, 110 Kensington Park Road, London, W.11.	Theatre Administrator
IAN BRONSON ALBERY, 12 Earlham Street, W.C.2.	Theatre Consultant
GRAHAM PHOENIX, 41 Combedale Road.	Theatre Technician
GRAHAM WALNE, 9 Anglesea Road, Wivenhoe.	Company Director
IAIN MACKINTOSH, 2 Sibella Road, S.W.4.	Theatre Historian

D A T E D the 3rd day of September, 1975.

WITNESS to the above Signatures: -

A.D. LOVIBOND  
16 Beresford Square,  
Woolwich, London, SE18 6AY.

Solicitor.

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<b>Changes:</b>	
Add	168
Delete	197
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>365</b>