THE COMPANIES ACTS, 1949 to 1980

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

ST. MAGNUS FESTIVAL, ORKNEY ISLANDS LIMITED
changed to
ST. MAGNUS FESTIVAL

1. The name of the Company is "ST. MAGNUS FESTIVAL".

2. The registered office of the Company will be situate in Scotland.

3. The objects for which the Company is established are:-

(A) To promote and encourage the arts, especially opera, plays, dramas, ballet and music, and the study of the arts, and for these purposes to organise, promote, manage and conduct festivals of music, dramas and other entertainments in Orkney or elsewhere annually or at such longer intervals as the Company may determine and in furtherance thereof but not otherwise the Company shall have the power:-

(B) To present, produce, manage and conduct at theatre, concert halls, cinemas and other premises and open spaces, such opera, plays, dramas, ballet,
ballet, concerts, recitals, cinematograph performances and other entertainments as may tend to promote and encourage the arts.

(C) To engage and employ persons, firms and companies to present and produce such opera, plays, dramas, ballet, concerts, recitals, cinematograph performance and other entertainments as may tend to promote and encourage the arts.

(D) To make and carry out any arrangement with the proprietors, lessees and managers of any theatre, concert hall, cinemas or other premises for the presentation in such premises of any such opera, plays, dramas, ballet, concerts, recitals, cinematograph performances or other entertainments in connection with festivals organised or promoted by the company, as may tend to promote and encourage the arts, and to provide guarantees in connection therewith.

(E) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any property heritable or moveable, real or personal and any rights or privileges which are necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the company.

(F)
(F) To sell, feu, mortgage, let, hire or otherwise deal with or dispose of the property and assets of the Company, as may be expedient with a view to the promotion of its objects.

(G) To undertake and execute any trusts the undertaking whereof may be incidental to the attainment of the objects of the Company or any of them.

(H) To raise money for the purposes of the Company, by borrowing on such terms and on such security as may be thought fit and by guarantees, gifts or donations in response to public appeals or otherwise and in relation to such guarantees, gifts or donations to accept the same either unconditionally or subject to such conditions as may be agreed, so, however, that no such conditions shall be inconsistent with the terms and provisions of this Memorandum of Association.

(I) To invest the funds of the Company or funds under its charge and not immediately required upon such securities or investments as are from time to time prescribed by law for trust funds.

(J) To establish and support or aid in the establishment and support of any associations or institutions having for their objects the promotion or encouragement/
encouragement of the arts, or the study of the arts, or any charitable or benevolent associations or institutions, and to subscribe or guarantee money for such purposes.

(K) To do all such other lawful things as are incidental to the above objects or any of them.

Provided that the Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Company would make it a trade union.

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of any competent charitable authority, the Company shall not sell, burden, 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 managers or trustees of the Company shall be chargeable for such property as may come into their hands and shall be answerable and accountable for their own acts, receipt, 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 managers or trustees have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Court of Session or any Court of competent jurisdiction or other authority having jurisdiction/
jurisdiction in the matter over such managers or trustees, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

(a) of reasonable and proper remuneration to any member, officer or employee of the Company (including any Director of the Company and including any Honorary President of the Company or any Honorary Vice-President of the Company and any Artistic Director of the Company) for any services rendered to the Company, provided always that, where a Director of the Company is to be appointed to a salaried office of the Company or to be paid remuneration in return for services rendered, such Director shall be excluded from and shall not participate in the determination of the Company's Board of Directors in regard to such appointment or the amount of such remuneration;

(b) of interest on money lent by any member of the Company or any Director of the Company or any Artistic Director at a rate per annum not exceeding/
exceeding two per cent more than the base rate from time to time and for the time being of the Bank of Scotland;

(c) of reasonable and proper rent for premises let to the Company by any member of the Company or any Director of the Company or any Artistic Director of the Company or any Honorary President of the Company or any Honorary Vice-President of the Company;

(d) of out-of-pocket expenses to any Director of the Company or any Artistic Director of the Company or any Honorary President of the Company or any Honorary Vice-President of the Company; and

(e) of reasonable and proper fees, remuneration or other benefit in money or money's worth for any services rendered, or goods supplied, to the Company by any company in which a Director of the Company is a member, (provided that shall not hold more than one-hundredth part of the capital or such company or, if he is the holder of more than one-hundredth part of the capital of such company, provided that such a Director absents himself from any meeting at which the supply of any services or goods is discussed and the services rendered or goods supplied are on terms and conditions which the Directors consider are advantageous to the Company) and such Director shall not be bound to account to the Company for any share of profits he may receive in respect of such payment.
5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of its being wound up while he is a member, or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £10.

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

8./
8. True accounts shall be kept of the sums of money received and expended by
the Company, and the matters in respect of which such receipts and
expenditure take place, and of the property, credits and liabilities of the
Company; and, subject to any reasonable restrictions as to the time and
manner of inspecting the same that may be imposed in accordance with the
regulations of the Company for the time being; shall be open to the
inspection of the members. Once at least in every year the accounts of the
Company shall be examined and the correctness of the balance sheet
ascertained by one or more properly qualified auditor or auditors.
We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

"Glenys I Hughes"
Glenys Irene Hughes
Teacher
24 East Road
Kirkwall

"R V Hughes"
Richard Vaughan Hughes
Teacher
24 East Road
Kirkwall

"A H Bevan"
Archibald Herbert Bevan
Teacher
Hopedale
Ness Road
Stromness

"Erlend Brown"
Erlend Sinclair Brown
Curator
20 Alfred Street
Stromness

"Charles A Muir"
Charles Andrew Muir
Assistant Bank Manager
Lindisfarne
Annfield Crescent
Kirkwall

"George Mackay Brown"
George Mackay Brown
Author
3 Mayburn Court
Stromness

"R A A S Macrae"
Robert Andrew Alexander Scarth Macrae
H M Lord Lieutenant
Grindelay
Orphir

Dated the Thirteenth day of December 1980

Witness to the above Signatures:--
"George Rendall"
George Rendall
Accountant
13A Bridge Street
Kirkwall
THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
ST. MAGNUS FESTIVAL, ORKNEY ISLANDS LIMITED
changed to
ST. MAGNUS FESTIVAL

PRELIMINARY

1. The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Company, but the following shall be the Regulations of the Company.

INTERPRETATION

2. (1) In these Regulations:-

(i) "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
(ii) "the Articles" means the Articles of the Company;
(iii)/
(iii) "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is to take effect;

(iv) "the Company" means St Magnus Festival.

(v) "Directors" means the Directors for the time being of the Company;

(vi) "executed" includes any mode of execution;

(vii) "Office" means the Registered Office of the Company;

(viii) "Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint assistant or deputy secretary;

(ix) "the Seal" means the common seal of the Company;

(x) "the United Kingdom" means Great Britain and Northern Ireland; and

(xi) "year" means a calendar year.

(2) Unless the context otherwise requires, words or expressions contained in these Regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Regulations become binding on the Company.

(3) In these Regulations words importing the masculine gender only shall/
shall include the feminine gender; and words importing the singular number only shall include the plural number, and vice versa.

MEMBERS

3. (a) The members of the Company shall be the subscribers to the Memorandum of Association of the Company and such other persons as may from time to time be admitted to membership of the Company by the Directors, including, but without prejudice to the foregoing generality all persons, groups, societies, firms, corporations and associations having an interest in the objects for which the Company was established as referred to in Clause 3 of the Company's Memorandum of Association. The Directors shall not be obliged to give any reason for refusing to admit any person to membership of the Company.

(b) Every person who wishes to become a member of the Company shall deliver to the Company, duly executed by him, an application for membership or consent to become a member of the Company, in either case in such form and detail as the Directors require.

ANNUAL SUBSCRIPTION

4. (i) Each member of the Company shall contribute to the Company's funds an annual subscription.

(ii) The rate of the annual subscription payable and the date on which such annual subscription is due to be paid by each member shall/
shall be determined annually at the Annual General Meeting of the Company or at a General Meeting specially convened for that purpose.

(iii) Until the rate of the annual subscription and the date of payment thereof is determined by the Company in accordance with paragraph (ii) of this Regulation the rate of the annual subscription and the date of payment thereof shall be fixed by the Directors.

5. The rights and privileges of a member of the Company shall be personal and shall not be transferable or transmissible by any means.

6. A Register of the members for the time being of the Company shall be kept by the Secretary and shall contain each member's name, address and date of admission to membership of the Company and such Register shall, insofar as applicable, comply with the provisions of Section 352 of the Act.

**TERMINATION OF MEMBERSHIP**

7. A member of the Company shall cease to be a member of the Company forthwith upon:—

(i) the delivery to the Secretary at the Office of a notice in writing by that member resigning as a member of the Company; and

(ii) his death.

8. The Directors shall be entitled to terminate the membership of the Company of any member:—

(i)/
(i) who, being an individual, shall become of unsound mind; or
(ii) who shall become bankrupt or insolvent or apparently insolvent
or who shall suspend payment to or compounds with his creditors; or
(iii) in respect of whose property and undertaking, or any part
thereof, a receiver or judicial factor is appointed; or
(iv) in respect of whom an effective winding-up order is made or
an effective winding-up resolution is passed (other than for
the purpose of any amalgamation or reconstruction); or
(v) in respect of whom an administration order is made; or
(vi) if any sum (including annual subscription) payable by the member
to the Company is and remains overdue for payment to the Company
by more than two months.

9. A majority of three-fourths in number of the Directors present and
voting at a meeting of the Directors especially convened for the
purpose may at any time by resolution expel any member whose conduct
in their opinion renders such member unfit to be a member of the
Company. Seven days' previous notice at the least of such proposed
resolution and of the ground upon which it is to be proposed shall
be given to the member concerned, and such member (or his
representative) shall be entitled to attend the meeting and to be
heard but not to be present at or take part in the voting. Any member
so expelled, on giving notice to the Secretary in writing within 14
days thereafter shall have the right to appeal to an Extraordinary
General Meeting of the Company, which the Secretary shall convene for/
for a date not later than 28 days after the receipt of such notice
and which shall have full authority to confirm or annul the resolution
of the Directors.

GENERAL MEETING

10. The Company shall in each year hold a General Meeting as its Annual
General Meeting in addition to any other Meetings in that year, and
shall specify the Meeting as such in the notice calling it. Not more
than 15 months shall elapse between the date of one Annual General
Meeting of the Company and that of the next, provided that so long
as the Company holds its first Annual General Meeting within 18 months
of its incorporation, it need not hold it in the year of its
incorporation or in the following year. The Annual General Meeting
shall be held at such time and place as the Directors shall appoint.

11. All General Meetings other than Annual General Meetings shall be called
Extraordinary General Meetings.

12. The Directors may, whenever they think fit, convene an Extraordinary
General Meeting, and Extraordinary General Meetings shall also be
convened on such requisition or, in default, may be convened by such
requisitionists, as provided by Section 368 of the Act. If at any
time there are not within the United Kingdom sufficient Directors
capable of acting to form a quorum, any Director may convene an
Extraordinary General Meeting of the Company in the same manner as
nearly as possible as that in which Meetings may be convened by the
Directors.

13./
13. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by 21 clear days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by 14 clear days' notice in writing at the least. The notice shall specify the place, the day and hour of the Meeting and, in the case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to the members of the Company, to the Directors and to the Auditors of the Company; provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Regulation, be deemed to have been duly called if it is so agreed:-

(a) in the case of a Meeting called as the Annual General Meeting, by all the members of the Company entitled to attend and vote thereat;

(b) in the case of any other Meeting, by a majority in number of the members of the Company having a right to attend and vote at the Meeting, being a majority together representing not less than 95 per centum of the total voting rights at that Meeting of all the members of the company.

14. The accidental omission to give notice of any Meeting of the Company to, or the non-receipt of a notice of a Meeting of the Company by, any/
any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and reports of the Directors and Auditors and the appointment of, and the fixing of the remuneration of, the Auditors.

16. No business shall be transacted at any General Meeting unless a quorum of members of the Company is present at the time when the Meeting proceeds to business; save as herein otherwise provided, seven members of the Company present in person or by proxy or by representative appointed in accordance with Regulation 32 below shall be a quorum.

17. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of members of the Company, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the members of the Company present shall be a quorum.

18. The Chairman (if any) of the Directors shall preside as chairman at every/
every General Meeting of the Company or, if there is no such chairman or if he shall not be present within 15 minutes after the time appointed for the holding of the Meeting or is unwilling to act, the members of the Company shall choose another Director of the Company or (if no other Director of the Company be present and willing to preside) one of their own number to be chairman of the Meeting.

19. The Chairman may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting), adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for 30 days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

20. 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 (before or on declaration of the result of the show of hands) demanded by the chairman of the Meeting or by any member or members of the Company representing not less than one tenth of the total voting rights of all the members having the right to vote at the Meeting, present in person or by proxy or by representative appointed in accordance with Regulation 32 below. Unless a poll be so demanded a declaration by the chairman of the Meeting that a Resolution has on a show of hands been/
been carried or carried unanimously, or by a particular majority, 
or lost, and an entry to that effect in the book containing the Minutes 
of the proceedings of the Company shall be conclusive evidence of 
the fact, without proof of the number or proportion of the votes 
recorded in favour of or against the Resolution. The demand for a 
poll may be withdrawn.

21. Except as provided in Regulation 22 below, if a poll is duly demanded 
it shall be taken in such manner as the chairman of the Meeting 
directs, and the result of the poll shall be deemed to be the 
Resolution of the Meeting at which the poll was demanded.

22. A poll demanded on the election of a chairman or on a question of 
adjudgment shall be taken forthwith. A poll demanded on any other 
question shall be taken at such time as the chairman of the Meeting 
directs, and any business other than that upon which a poll has been 
demanded may be proceeded with pending the taking of the poll.

23. In the case of an equality of votes, whether on a show of hands or 
on a poll, the chairman of the Meeting at which the show of hands 
takes place or at which the poll is demanded shall be entitled to 
a second or casting vote.

24. Subject to the provisions of the Act, a Resolution in writing signed 
by all the members of the Company (or being corporations by their 
duly authorised representatives) shall be as valid and effective as 
if the same had been passed at a General Meeting of the Company duly 
convened and held, and may consist of several documents in the like 
form, each signed by one or more members of the Company.

25./
25. The Directors shall be at liberty to invite any person or persons, not being a member or members of the Company, to attend and speak, but not to vote, at any General Meeting of the Company.

VOTES OF MEMBERS

26. Every member of the Company shall have one vote, both on a show of hands and on a poll. On a poll, votes may be given either personally or by proxy or by representative appointed in accordance with Regulation 32 below.

27. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is tendered, and every vote not disallowed at the Meeting shall be valid. Any objection made in due time shall be referred to the chairman of the Meeting whose decision shall be final and conclusive.

28. An instrument appointing a proxy shall be in writing in common form or in any other form which the Directors shall approve under the hand of the appointer or his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or Attorney duly authorised. A proxy need not be a member of the Company.

29. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors shall:

(a) be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the Meeting or in any instrument of proxy sent out by the Company.
in relation to the Meeting not less than 48 hours before the
time for holding the Meeting or adjourned Meeting at which
the person named in the instrument proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is
demanded, be deposited as aforesaid after the poll has been
demanded and not less than 24 hours before the time appointed
for the taking of the poll; or

(c) where the poll is not taken forthwith but is taken not more
than 48 hours after it was demanded, be delivered at the
Meeting at which the poll was demanded to the chairman of that
Meeting or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in
a manner so permitted shall be invalid.

30. The instrument appointing a proxy shall be deemed to confer authority
to demand or join in demanding a poll.

31. A vote given or poll demanded by proxy or by the duly authorised
representative of a corporation shall be valid notwithstanding the
previous determination of the authority of the person voting or
demanding a poll unless notice of the determination was received by
the Company at the Office or at such other place at which the
instrument of proxy was duly deposited before the commencement of
the Meeting or adjourned Meeting at which the vote is given or the
poll demanded or (in the case of a poll taken otherwise than on the
same day as the Meeting or adjourned Meeting) the time appointed for
taking the poll.

REPRESENTATIVES AT MEETING/
32. Any corporation or body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation or body corporate which he represents as that corporation or body corporate could exercise if it were an individual member of the Company.

DIRECTORS

33. Unless and until otherwise determined by Ordinary Resolution of the Company, the number of the Directors shall be not less than six but not more than twelve.

34. The first Directors shall be such persons as shall sign the statement required by Section 10 of the Act consenting to be Directors.

35. Subject to Clause 4 of the Company's Memorandum of Association, the Directors shall be entitled to remuneration for any services actually provided by them to the Company and shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors or any Committee of the Directors or any General Meeting of the Company or otherwise in connection with the business of the Company.

36. No person shall, unless recommended by the Directors for election, be elected as a Director of the Company at any General Meeting of the Company unless he, or some other member of the Company intending to/
to propose him, has, at least three days before the Meeting, left at the Office a notice in writing under his hand signifying his candidature for election or the intention of such member of the Company to propose him, together in the latter case with a notice signed by the person intending to be proposed stating his willingness to be elected.

37. The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the minimum number of Directors, the continuing Directors may act for the purposes of (i) increasing the number of the members of the Company, (ii) increasing the number of Directors of the Company and/or (iii) convening a General Meeting of the Company, but for no other purpose.

38. The Company may by Ordinary Resolution, of which special notice has been given in accordance with Section 379 of the Act, remove from office any Director notwithstanding anything in the Articles or in any agreement between the Company and that Director.

39. The Company in General Meeting may appoint any person to be a Director of the Company either to fill a casual vacancy or as an additional Director of the Company.

40. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by the Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or/
or the Articles and to such regulations, being not inconsistent with
the aforesaid provisions, as may be prescribed by the Company in
General Meeting; but no regulation made by the Company in General
Meeting shall invalidate any prior act of the Directors which would
have been valid if that regulation had not been made.

41. The Directors may exercise all the powers of the Company to borrow
money, and to mortgage or charge its undertaking and property, or
any part thereof, as security for any debt, liability or obligation
of the Company or of any third party.

42. All cheques and other negotiable instruments and all receipts for
moneys paid to the Company shall be signed, drawn, accepted, endorsed
or otherwise executed, as the case may be, in such a manner as the
Directors shall from time to time determine.

43. The Directors shall cause Minutes to be made in books provided for
the purpose:—
(a) of all appointments of officers made by the Directors or the
    Company in General Meeting;
(b) of the names of Directors present at each Meeting or the
    Directors and of any Committee of the Directors; and
(c) of all resolutions and proceedings at all Meetings of the
    Company, and of the Directors, and of any Committee of the
    Directors.

44. The Directors shall elect one of the Directors as Chairman of the
Meetings of the Directors and may determine the period for which the
Chairman is to hold office. If no such Chairman is elected or if
at any Meeting of the Directors the Chairman elected by the Directors is not present within fifteen minutes after the time appointed for holding the Meeting, the Directors present may elect another of their number to be Chairman of the Meeting.

45. Any Director of the Company may, and the Secretary on the requisition of a Director of the Company shall, at any time summon a Meeting of the Directors. It shall not be necessary to give notice of a Meeting of the Directors to any Director of the Company for the time being absent from the United Kingdom.

46. The Directors may meet for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit. Each Director of the Company shall have one vote and questions arising at any Meeting of the Directors shall be determined by a majority of the votes of the Directors present. In the case of an equality of votes, the chairman of the Meeting shall have a second or casting vote.

47. The quorum of Directors necessary for the transaction of business at any Meeting of the Directors may be fixed by the Directors and unless so fixed shall be four.

48. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors, shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors.

49. The Directors may invite or allow any person as they may consider appropriate to attend and speak, but not to vote, at any Meeting or Meetings of the Directors.

50./
50. A Director shall not, except with the consent of the other Directors present, vote in respect of any contract he is directly or indirectly interested in and if the Director does so vote his vote shall be invalid.

51. A Director of the Company shall absent himself from any Meeting or Meetings of the Directors at which the supply of any services or goods by any company in which that Director holds more than one hundredth part of the capital of such company is discussed and a Director of the Company shall not vote in respect of any contract in which he is interested or any matter arising thereout and if he does so vote, his vote shall not be counted.

52. The office of a Director of the Company shall be vacated if he:—
   (a) resigns his office by notice in writing sent to or left with the Secretary at the office: or
   (b) is removed from office by resolution passed by the Company pursuant to Section 303 of the Act; or
   (c) becomes of unsound mind and the Directors resolve that he be removed from office; or
   (d) becomes bankrupt or insolvent or apparently insolvent or makes any arrangement or composition with his creditors; or
   (e) is prohibited by law from being a Director of the Company or ceases to hold office by virtue of any provisions of the Act; or
   (f) accepts remuneration in contravention of Clause 4 of the Memorandum of Association of the Company; or
   (g)/
(g) is directly or indirectly interested in any Contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act.

53. At the first Annual General Meeting of the Company all the Directors shall retire from office, and at the Annual General Meeting in every subsequent year, one third of the Directors for the time being, or, if the number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

54. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

55. A retiring Director shall be eligible for re-election.

56. The Company at a meeting at which a Director retires in the manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.

57. No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any General Meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there shall have been left at the office notice in writing, signed by a member/
member qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

58. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with the Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting of the Company and shall, unless he is re-appointed at such Meeting (and he shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting) vacate office at the conclusion thereof.

59. All acts done by the Directors or by any Committee of the Directors or by any person acting as a Director of the Company or as a member of any such Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the Company or any person acting as aforesaid or that any Director of the Company or member of the relevant Committee of the Directors was disqualified, be valid as if every Director of the Company or every such person had been duly appointed.

SUB-COMMITTEES

60. The Directors may delegate any of their powers to a Management Committee/
Committee or Committees consisting of such persons (whether or not being Directors and whether or not being members) as the Directors shall determine provided that any Management Committee shall have a minimum of one Director as a member thereof. Any Management Committee so formed shall in the exercise of the powers delegated to it conform to any regulations that may be imposed upon it by the Directors and shall report and be responsible to the Directors.

61. Any Management Committee shall elect a chairman of its Meetings; if no such chairman is elected, or if at any Meeting the chairman is not present within fifteen minutes after the time appointed for holding the Meeting, the Members of the Management Committee present shall elect one of their number to be chairman of the Meeting. A Management Committee shall (subject to the rules and regulations in accordance with which the same is established) meet and adjourn as it thinks proper.

62. Each member of a Management Committee shall have one vote at any Meeting of the Management Committee. Questions arising at any Meeting of a Management Committee shall be determined by a majority of votes of the Members of the Management Committee present, and in the case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

63. A Management Committee may (unless the Directors shall otherwise determine) invite or allow such persons as the Management Committee may consider appropriate to attend and speak, but not to vote, at any Meeting or Meetings of the Management Committee.

HONORARY PRESIDENT AND HONORARY VICE-PRESIDENTS/
64. The Directors shall be entitled from time to time and at any time to appoint any person or persons (whether or not being a member of the Company) who is not a Director and shall not at any time be a Director, to be:

(i) Honorary President of the Company; or
(ii) Honorary Vice-President of the Company.

The Company may have at any one time one Honorary President of the Company and two Honorary Vice-Presidents of the Company. The Honorary President of the Company and the two Honorary Vice-Presidents of the Company shall be entitled to receive notice of and to attend and speak, but not to vote, at all meetings of the Company including all meetings of the Directors. Any person who is appointed Honorary President of the Company or Honorary Vice-President of the Company shall hold office for a period of three years only and shall vacate office at the conclusion thereof, unless the Directors of the Company shall re-appoint such person to be the Honorary President or Honorary Vice-President of the Company, as the case may be, at a Meeting of the Directors. Subject to Clause 4 of the Company's Memorandum of Association the Honorary President of the Company and every Honorary Vice-President of the Company shall be entitled to remuneration for any services actually provided by them to the Company and shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors of the Company or otherwise in connection with the business of the Company.

ARTISTIC DIRECTOR AND EMPLOYEES

65./
65. The Directors may from time to time and at any time appoint any person or persons (whether or not being a Director and whether or not being a member of the Company) as Artistic Director or Artistic Directors of the Company who shall hold office on such terms and conditions and for such remuneration as may be fixed by the Directors. The Directors may delegate such powers and duties as the Directors think fit to the Artistic Director or Directors. Any Artistic Director or Artistic Directors appointed under this Regulation shall be entitled to attend, speak and vote at all Meetings of the Company and all Meetings of the Directors and at any such Meeting the Artistic Director or Artistic Directors shall each have one vote both on a show of hands and on a poll. The Directors may also appoint and in the Directors' discretion remove such employees and agents for permanent, temporary or special services as the Directors may from time to time think fit and may determine their powers and duties and fix their salaries and emoluments and other terms and conditions of employment or engagement.

SECRETARY

66. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term and (subject to the Memorandum of Association of the Company), at such remuneration and upon such conditions as the Directors may think fit; and the Secretary may be removed by the Directors.

67. A provision of the Act or of the Articles requiring or authorising a thing to be done by or to the Directors of the Company and the Secretary/
Secretary shall not be satisfied by its being done by or to the same person acting both as a Director of the Company and as the Secretary.

THE SEAL

68. The Seal shall only be used by the authority of the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and, unless otherwise so determined, any such instrument shall be signed by a Director of the Company and by the Secretary or by a second Director of the Company.

ACCOUNTS

69. The Directors shall cause accounting records to be kept by the Company in accordance with Section 221 of the Act.

70. The accounting records shall be kept at the Office or, subject to Section 222 of the Act, at such other place or places as the Directors may think fit, and shall always be open to the inspection of any Director of the Company.

71. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members of the Company not being Directors of the Company and no member of the Company (not being a Director of the Company) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Company in General Meeting.
72. The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the Company in General Meeting an income and expenditure account, a balance sheet and report of the Directors and a report of the Company's Auditors on such account and balance sheet. The Auditors' report shall be read before the General Meeting as required by the Act.

73. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report and a copy of the report of the Directors, shall, not less than twenty one clear days before the date of the Meeting, be sent to all persons entitled to receive notice of General Meetings of the Company; provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

AUDIT

74. Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.

NOTICES

75. A notice may be served by the Company upon any member of the Company either personally or by sending it through the post in a pre-paid letter, properly addressed to such member at his registered address as appearing in the Company's Register of Members.

76. Any person described in the Company's Register of Members by an address not/
not within the United Kingdom, who shall from time to time give to
the Company an address within the United Kingdom at which notices
may be served upon him, shall be entitled to have notices served upon
him at such address; save as aforesaid, only members of the Company
described in the Company's Register of Members by an address within
the United Kingdom shall be entitled to receive any notice from the
Company. Where a notice is sent by post, service of the notice shall
be deemed to be effected, in the case of a notice of a Meeting at
the expiration of 24 hours after the letter containing the same is
posted, and in any other case at the time which the letter would be
delivered in the ordinary course of post.

77. Notice of every General Meeting of the Company shall be given in any
manner hereinbefore authorised to:–

(a) every member of the Company except those members of the Company
    who (having no registered address within the United Kingdom)
    have not supplied to the Company an address within the United
    Kingdom for the giving of notices to them;
(b) every Director of the Company;
(c) the Honorary President of the Company and every Honorary Vice-
    President;
(d) every Artistic Director; and
(e) the Auditors for the time being of the Company.

No other person shall be entitled to receive notice of any General
Meeting of the Company.

INDEMNITY

78./
78. Every Director of the Company and every member of a Committee of the Directors, the Chief Executive, Artistic Director and any Agent, Auditor, Secretary and other officer from time to time and for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court.

Dissolution

79. The provisions of Clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have the effect and be observed as if the same were repeated in these Articles.