

**THE COMPANIES ACTS 1985 to 2006**

---

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL.**

---

**Memorandum of Association**

**OF**

**TEDDINGTON THEATRE CLUB LIMITED**

**(As amended by Special Resolutions passed on the 3<sup>rd</sup> day of July 2005 and on the 24  
November 2008)**

1. The name of the Company (hereinafter called “the Company”) is “TEDDINGTON THEATRE CLUB LIMITED”.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are to encourage the study and practice of Dramatic Art amongst the inhabitants of London and elsewhere and to promote and conduct such theatrical and musical performances, lectures, concerts and other educational enterprises as may tend to the attainment of this object.
4. To further its objects the Company may:
  - 4.1 provide and assist in the provision of money, materials or other help;
  - 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
  - 4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
  - 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
  - 4.5 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh Charity may properly undertake;
  - 4.6 enter into contracts to provide services to or on behalf of other bodies;
  - 4.7 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 4.8 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 4.9 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 4.10 set aside funds for special purposes or as reserves against future expenditure;
- 4.11 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.12 delegate the management of investments to a financial expert or experts provided that:
  - 4.12.1 the investment policy is set down in writing for the financial expert or experts by the Directors;
  - 4.12.2 every transaction is reported promptly to the Directors;
  - 4.12.3 the performance of the investments is reviewed regularly by the Directors;
  - 4.12.4 the Directors are entitled to cancel the delegation arrangement at any time;
  - 4.12.5 the investment policy and the delegation arrangements are reviewed at least once a year;
  - 4.12.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
  - 4.12.7 the financial expert or experts may not do anything outside the powers of the Directors;
- 4.13 arrange for investments or other property of the Company to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 4.14 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.15 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.16 subject to the restriction in clause 4.18 raise funds by way of subscription, donation or otherwise;
- 4.17 accept (or disclaim) gifts of money and any other property;

- 4.18 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
- 4.19 incorporate subsidiary companies to carry on any trade;
- 4.20 subject to clause 5:
  - 4.20.1 engage and pay employees, consultants and professional or other advisers; and
  - 4.20.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.21 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.22 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects);
- 4.23 undertake and execute charitable trusts;
- 4.24 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Company;
- 4.25 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.26 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;

and

- 4.27 do all such other lawful things as may further the Company's objects.
- 5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company set forth in this Memorandum 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 or any of them:

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate of 5 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; *but, subject as hereinafter provided*, so that no Director shall be appointed to any salaried office of the Company or any office of the Company paid by fees and

that no remuneration or other benefit in money or money's worth shall be given by the Company to any Director except:

- 5.1 repayment of out-of-pocket expenses; and
- 5.2 interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company, provided that this shall not apply to any payment to any company in which a Director may be a member in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment; and
- 5.3 reasonable and proper remuneration to any Director for any goods or services supplied to the Company on the instructions of the Directors (excluding the service of acting as Director and services performed under a contract of employment with the Company) provided that:
  - 5.3.1 the procedure described in Article 66 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Director and in relation to any other decisions regarding the remuneration authorised by this provision; and
  - 5.3.2 this provision together with clause 5.4 of this Memorandum may not apply to more than half of the Directors in any financial year (and for these purposes such provisions shall be treated as applying to a Director if they apply to a person who is a Connected Person in relation to that Director); and
  - 5.3.3 the remuneration of the Director under this provision is set out in an agreement in writing between the Company and the Director; and
  - 5.3.4 the remuneration does not exceed what is reasonable in the circumstances for the provision by that Director of the services in question; and
  - 5.3.5 before entering into the agreement for remuneration, the Directors have decided that they are satisfied that it would be in the best interests of the Company for the services to be provided by the relevant person to or on behalf of the Company for the amount or maximum amount of remuneration set out in the agreement for remuneration.
- 5.4 reasonable and proper remuneration to any person (not being a Director) for any goods or services supplied to the Company (including services performed under a contract of employment with the Company) provided that:
  - 5.4.1 if such person is a Connected Person the procedure described in Article 66 of the Articles (Conflicts of Interest) must be followed by the relevant Director in relation to any decisions regarding such Connected Person; and
  - 5.4.2 this provision together with clause 5.3 of this Memorandum may not apply to more than half of the Directors in any financial year (and for these purposes such provisions shall be treated as applying to a Director if they apply to a person who is a Connected Person in relation to that Director).

- 5.4.3 the remuneration of the Connected Person under this position is set out in an agreement in writing between the Company and the Connected Person; and
- 5.4.4 the remuneration does not exceed what is reasonable in the circumstances for the provision by that Connected Person of the services in question; and
- 5.4.5 before entering into the agreement for remuneration, the Directors have decided that they are satisfied that it would be in the best interests of the Company for the services to be provided by the Connected Person to or on behalf of the Company for the amount or maximum amount of remuneration set out in the agreement for remuneration.

*Provided that any Connected Person who is a member of the Company in their own right shall not be prevented from being appointed to any salaried office or office paid by fees as aforesaid with the prior written consent of the Charity Commission for England and Wales if required by law.*

Provided also that nothing herein shall prevent the investment of such funds of the Company not required for immediate working purposes in such manner as may be thought fit in the discretion of the Directors.

- 6. The liability of members is limited.
- 7. 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 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 £1.
- 8. 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 amongst the members of the Company but shall be given or transferred to some 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 among its or their members to an extent as least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution or in default by a judge of the High Court of Justice having jurisdiction in regard to charitable funds and if and so far effect cannot be given to such provision then to some charitable object.
- 9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Company unless the context otherwise requires.

NAMES AND ADDRESSES OF SUBSCRIBERS

BERNARD EVELYN BOILEAU TURNER, Oil Terminal Manager.  
21, River Meads Avenue, Twickenham, Middlesex.

RICHARD ALBERT PENN, Secretarial Assistant.  
5, Queens Road, Belmont, Sutton, Surrey.

ANTHONY JOHN EVA, Insurance Executive.  
5, Radnor Road, Twickenham, Middlesex.

HAROLD WILFRID INGLIS, Chartered Accountant.  
39, Cromwell Road, Teddington,

HELENE CRABBE, Housewife.  
122, Kingston Road, Teddington.

ERIC FRANK PARKER, (Company Director)  
Oakington, 4, Portsmouth Avenue, Thames Ditton, Surrey.

CAROL JUDITH PAIN, Civil Servant.  
2, Marble Hill Gardens, Twickenham.

DATED the 20th day of August 1968.

WITNESS to the above signatures:-

IRENE RAYNER  
442 Pinner Rd,  
Nr. Harrow.