

The Companies Acts 1985 and 1989 Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of The Phoenix Arts Association

1. The Company's name is the Phoenix Arts Association (and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's Objects ("the Objects") are: -
 1. Promotion of the Arts,
 2. Advancement of public education in the appreciation, production, and practice, of the Arts, particularly in the towns of Brighton and Hove, and in other areas of Sussex.
 3. To relieve poor artists by providing workspace and studio facilities and by the provision of advice in artists development seminars.
4. The Charity must remain non-party in politics and non-sectarian in religion. It must not discriminate on the grounds of race, sex, religious or political beliefs, or other opinion.
5. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
 - (b) subject to any constraints required by law, to raise funds and borrow moneys, invite and receive contributions from anyone through subscriptions or the running of a lottery, or in any other way;
 - (c) to acquire, alter, improve, manage, and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - (d) subject to Clause 6 below to employ such staff and other personnel who shall not be directors of the Charity (hereinafter referred to as "the Trustees") as are necessary to the proper pursuit of the objects and to make all necessary and reasonable provisions for the payment of pensions and superannuation to staff and their dependents;
 - (e) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

(f) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them, and to undertake any of their business which is in accordance with the Objects or similar charitable purposes;

(g) to promote and advertise the Charity's activities

(h) to invest any money that the Company does not immediately need in any investments, securities, or properties;

(i) to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Charity, or the trade is temporary and ancillary to the carrying out of the Charity's Objects;

(j) to establish, promote, and otherwise assist any limited company or companies for the purpose of acquiring any property and of furthering in any lawful way the Objects of the Charity through trading, and to establish the same either as a wholly owned subsidiaries of the Charity, or jointly with other persons, Companies, government departments, or local authorities, and to finance the same if the Trustees see fit by way of secured loan or share subscription on commercial terms provided that the Charity shall seek professional legal advice before financing such companies.

(k) to insure any risks arising from the Charity's activities;

(l) to pay out of the funds of the Charity the cost of any premium in respect of indemnity insurance to cover the liability of the Trustees (or any member of the Board of Trustees) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity: provided that any such insurance shall not extend to any claim arising from any act or omission which the Board of Trustees knew was a breach of trust or which was committed by those persons or person in reckless disregard of whether it was a breach of trust or not;

(m) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;

(n) to do all such other lawful things as are necessary for the achievement of the Objects.

6. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise by way of profit to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent payment in good faith by the Charity:

(1) of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession or business, or by any partner of his or hers, when instructed by the Charity to act in a professional or business capacity on its behalf: Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner is under discussion;

(2) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;

(3) of interest on money lent by any member of the Charity or Trustee at a reasonable or proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Trustees;

(4) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1 /100 part of the issued capital of that company;

(5) of reasonable and proper rent for premises demised or let by any member of the Charity or a Trustee, provided that such a member or Trustee withdraw from any meeting at which the subject of such rent be discussed;

(6) of reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum;

(7) to any Trustee of reasonable out-of-pocket expenses.

7. No alterations to this Memorandum may be made which would cause the Company to cease to be a Charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it: such a resolution may be passed on less notice if 95% of the total number of members having the right to vote agree: provided that:

(a) alterations may only be made to the Objects of the Charity or any clause of this Memorandum or Articles which directs or restricts the way moneys or the property of the Charity may be used with the Charity Commission's prior written consent

(b) the Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain all alterations.

8. The liability of the members is limited.

9. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he

or she is a member or within one year after he or she ceases to be a member, and if the costs, charges and expenses of winding up and other debts and liabilities cannot be met out of the Charity's assets.

10. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied, there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other Charity or Charities having Objects similar to the Objects which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 6 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

Signatures, Names and Addresses of Subscribers

John Varah
Flat 3B 3 Alexandria Villas,
Brighton, East Sussex. BN1 3RE



Rosalind Gillies Reyburn
51 Shaftsbury Road,
Brighton, East Sussex. BN1 4NF

John Vincent Kelly,
12 Park Street,
Brighton, East Sussex. BN2 2BS

Dated: [21 Nov 1995]

Witness to the above Signatures:

Name:

Address:

Occupation: