

The Companies Acts 1985 & 1989
COMPANY LIMITED BY GUARANTEE
Articles of Association of
CAMBRIDGE OPEN STUDIOS

Interpretations

1. In these Articles:

"The Act" means the Companies Act 1985 as amended by the Companies Act 1989 and any amendments from time to time in force.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"The Management Team" means all those persons appointed to perform the duties of Directors of the Company.

"The Seal" means the Common Seal of the Company.

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

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears.

Words importing persons shall include bodies corporate and associations if not inconsistent with the context.

Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Members

2. The first members of the Company shall be the subscribers to the Memorandum of Association.

3. The Management Team at its discretion may admit to membership individuals, corporate bodies, associations, statutory bodies and others which support the objects of the Company and (unless the Management Team at its absolute discretion waives such requirement) which have paid or agreed to pay the annual subscription to the Company, if any.

4. A corporate body or association which is a member shall appoint a deputy who shall during the continuance of her/his appointment be entitled to exercise in any General Meeting of the Company all such rights and powers as the member organisation would exercise if it were an individual person. The Company shall require such notification of an organisation's appointed deputy as the Management Team may from time to time decide.

Register of Members

5. The Company shall keep a Register of Members in which shall be recorded the name and address of every member, the date on which they became a member and the date on which they ceased to be a member. Every member shall be deemed to consent to become a member by paying the annual subscription. Within seven days of any change to their name or address a member shall notify the Secretary (or such other person appointed by the Company to act as membership secretary on behalf of the Company, who shall promptly confirm such notification to the Secretary), either in writing, in electronic form, or (where the Company permits) by updating their details on such web site as the Company provides for such purpose.

Cessation of Membership

6. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.

7. A member shall cease to be a member immediately that s/he or it:

a) ceases to fulfil any of the qualifications for membership as specified by Article 3 or by the Management Team from time to time; or

b) resigns in writing to the Secretary; or

c) fails to pay the annual subscription (if any) within three months of its becoming due; or

- d) is expelled by a Special Resolution carried at a General Meeting in accordance with Article 12; or
- e) dies, if an individual person; or
- f) is wound up or goes into liquidation, if a corporate body or association.

General Meetings

8. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting need not be held in the year of incorporation or in the following year provided that it shall be held within eighteen months of incorporation.

9. The business of an Annual General Meeting shall comprise:

- a) the consideration of the Report and Accounts presented by the Management Team;
- b) the election of the Management Team;
- c) the appointment and the fixing of the remuneration of the Auditor or Auditors;
- d) the application of any surplus, in accordance with Article 67;
- e) the fixing of annual subscriptions, if any;
- f) such other business as may have been specified in the notices calling the meeting.

10. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

11. The Management Team may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten percent of the members of the Company, as provided by section 368 of the Act.

12. Decisions at General Meetings shall be made by passing resolutions:

- a) Decisions involving an alteration to the Memorandum or Articles of Association of the Company, and decisions to expel members of the Company, and other decisions so required from time to time by statute shall be made by Special Resolution. A Special Resolution is defined as one passed by a majority of not less than three-fourths of members of the Company present and voting at a General Meeting.
- b) Decisions to dispense with the holding of Annual General Meetings, to dispense with the requirement to re-appoint Auditors annually, and to dispense with the requirement to lay accounts and reports before the Company in General Meeting shall be made by Elective Resolution. An Elective Resolution is defined as one passed unanimously by all members of the Company for the time being. Any Elective Resolution passed may be subsequently revoked by Ordinary Resolution.
- c) All other decisions shall be made by Ordinary Resolution requiring a simple majority of those present and voting.

Notices

13. An Annual General Meeting and an Extraordinary General Meeting called to consider a Special or an Elective Resolution or a resolution to remove a member of the Management Team under section 303 of the Act or to remove the Auditor shall be called by at least twenty-one clear days notice. Any other Extraordinary General Meeting shall be called by at least fourteen clear days notice.

14. Notice of every General Meeting shall be given in writing or in electronic form or by means of a web site to every member of the Company and to the Auditors and to such other persons who are entitled to receive notice. Where such notice is given in writing it shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office. Where such notice is given in electronic form it shall be sent to each member at the email address specified for such purpose by each member.

15. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special or an Elective Resolution, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised shall be specified.

16. Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.

17. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at General Meetings

18. On any resolution to be decided on a show of hands, only members present in person shall be entitled to cast a vote. Only one vote may be cast by each member on any particular resolution.

19. No person other than a member duly registered or the deputy of an organisation which is a duly registered member, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of her/his/its membership, shall be entitled to vote on any question at any General Meeting.

20. No person shall debate or vote on any matter in which s/he has a personal financial or material interest, either directly or indirectly, without the permission of a majority of member present.

21. No business shall be transacted at a General Meeting unless a quorum of members is present. One half of the membership or ten members, whichever is the lesser, shall be a quorum.

22. 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, shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Management Team may decide and all members shall be informed of the date and time of the adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum.

23. At any General Meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the members present shall choose one of their number to be Chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

24. The Chairperson 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 an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

25. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two members present.

26. Unless a secret ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried 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 proportions of the votes recorded in favour or against such resolutions.

27. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.

28. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a secret ballot may be withdrawn.

29. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson shall have a second or casting vote.

30. Subject to the provisions of the following Article, a resolution in writing signed by all the members for the time being entitled to vote at General Meetings shall be valid and effective as if passed at a General Meeting duly convened and held and may consist of several documents in the same form each signed by one or more members.

31. A copy of any resolution passed under the preceding Article shall be sent to the Company's Auditors who may require that the matter be brought to a General Meeting duly convened, in which case the resolution shall not have effect but shall be brought to such a General Meeting. If the Auditors do not make such a request then the resolution shall have effect seven days after copy of it was received by the Auditors or immediately if the Auditors inform the Company that they do not require the matter to be brought to a General Meeting.

32. The Company may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Management Team

33. The Company shall have a Management Team comprising not less than three persons. The first Management Team of the Company shall be appointed by the subscribers to the Memorandum of Association.
34. New Management Team members shall be elected individually at the Annual General Meeting. Only individual members of the Company or persons nominated by organisations which are members may stand for election to the Management Team. The Management Team may in addition co-opt no more than five other persons, whether or not members of the Company, to serve as full voting members of the Management Team.
35. At the first and every Annual General Meeting, members of the Management Team shall retire from office. A retiring Management Team member shall be eligible for re-election or further co-option, unless they have served on the Management Team for a maximum of five years. If a Management Team member has served on the Management Team for five successive years, they will not be eligible for re-election or further co-option unless there has been a break of at least one year between their retirement and subsequent re-election or co-option.
36. On expiration of the period of office for which s/he was appointed, a member of the Management Team shall be eligible for re-election or further co-option.
37. A member of the Management Team shall declare an interest in and shall not debate or vote in respect of any contract in which s/he has a direct or indirect personal financial or material interest, whether directly or indirectly.
38. Any remuneration of members of the Management Team shall only be in respect of services actually rendered to the Company including the payment of fair and proper wages to any members of the Management Team who are also employees of the Company. Members of the Management Team may also be paid all reasonable expenses incurred by them in attending and returning from meetings of the Management Team or General Meetings of the Company or in connection with the business of the Company.
39. Any member of the Management Team may act in a professional capacity for the Company, and s/he or his/her firm shall be entitled to remuneration for professional services rendered, provided that nothing shall authorise a member of the Management Team or his/her firm to act as Auditor to the Company.
40. The office of member of the Management Team shall be immediately vacated if s/he:
- a) resigns her/his office in writing to the Company; or
 - b) ceases to be a member in accordance with Article 7 or is the nominee of an organisation which ceases to be a member; or
 - c) in the opinion of the Management Team, fails to declare her/his interest in any contract as referred to in Article 37; or
 - d) is absent from three successive meetings of the Management Team during a continuous period of twelve months without special leave of absence from the Management Team and they pass a resolution that s/he has by reason of such absence vacated office; or
 - e) becomes bankrupt or of unsound mind; or
 - f) or is removed from office by resolution of the Company in General Meeting in accordance with Section 303 of the Act; or
 - g) ceases to hold office by reason of any disqualification order made against her/him.

Powers and Duties of the Management Team

41. The business of the Company shall be managed by the Management Team who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.
42. No regulation made by the Company in General Meeting shall invalidate any prior act of the Management Team which would have been valid had that regulation not been made.
43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Management Team shall from time to time decide.
44. Without prejudice to its general powers, the Management Team may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and

other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

Proceedings of the Management Team

45. Members of the Management Team shall elect from amongst or from outside their own number honorary officers to include a Chairperson, a Membership Secretary and a Treasurer, and may at any time remove or replace such officers.

46. The Management Team may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meetings shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

47. An honorary officer may, and the Secretary on the requisition of two or more members of the Management Team shall summon a meeting of the Management Team by giving reasonable notice to all its members. It shall not be necessary to give notice of a meeting of the Management Team to any of its members for the time being absent from the United Kingdom.

48. The quorum necessary for the transaction of the business of the Management Committee shall be three members of the Management Team, or 50% of the Management Team, whichever is greater.

49. The Management Team may act notwithstanding any vacancy in their body, but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Team may act for the purposes of increasing the number of members of the Management Team to that number, or of summoning a General Meeting of the Company, but for no other purpose.

50. At any meeting of the Management Team where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

51. The Management Team shall cause accurate records to be made, in books provided for that purpose, of:

- a) the name and date of appointment of all persons appointed to office;
- b) the names of the members of the Management Team, officers, members and other persons present at all General, Management Team and Sub-Committee meetings of the Company;
- c) minutes of all proceedings and resolutions at all General, Management Team and Sub-Committee meetings of the Company;
- d) all applications of the Seal to any document.

All such records and minutes shall be open to inspection during normal working hours by any member of the Company and by any person authorised by the Company in General Meeting.

52. The Management Team may delegate any of their powers to Sub-Committees consisting of such members of their body and/or the Company as they think fit; any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management Team.

53. All acts done by any meeting of the Management Team or by any person acting as a member of the Management Team shall, even if it be afterwards discovered that there was some defect in the appointment of any member of the Management Team or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Team.

54. A resolution in writing, signed by all the members of the Management Team who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Team, and may consist of several documents in the same form each signed by one or more members of the Management Team.

55. The Management Team may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Secretary

56. The Management Team shall appoint a Secretary of the Company for such term at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them.

57. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Management Team and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

The Seal

58. If the Company should have a Seal, it shall only be used by the authority of the Management Team and every instrument to which the Seal shall be applied shall be signed by a member of the Management Team. and shall be countersigned by the Secretary or by a second member of the Management Team. Every such application of the Seal shall be minuted.

Accounts

59. The Management Team shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:

- a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place;
- b) all sales and purchases of goods by the Company;
- c) the assets and liabilities of the Company.

Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

60. The accounts shall be kept at the Registered Office of the Company or, subject to section 222 of the Act, at such other place or places as the Management Team thinks fit, and shall always be open to the inspection of all members and officers of the Company.

61. The Management Team shall from time to time, in accordance with sections 227 and 241 of the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections.

62. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the Auditor's report and Management Team's report shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of section 240(4) of the Act, be sent to every member of and every holder of debentures 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 or to more than one of the joint holders of any debentures. The Auditor's report shall be open to inspection and shall be read before the meeting.

Audit

63. Subject to such statutory exceptions or exemptions as may from time to time be in force, once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

64. Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act.

Social Audit

65. A social audit of the Company's activities may, by resolution of the Company in General Meeting, be undertaken annually in addition to the financial audit required by law. The role of such a social audit would be to attempt to identify the social costs and benefits of the Company's work, and to enable an assessment to be made of the Company's overall performance in relation to its objects more easily than may be made from financial accounts alone.

66. Such a social audit may be drawn up by an independent assessor appointed by the Company in General Meeting, or by the Management Team who may submit their report for verification or comments to an independent assessor. A social audit may include an assessment of the internal management of the Company, democracy and decision-making, education and training opportunities, or other matters concerning the overall well-being of its members and workers; and an assessment of the Company's activities externally, including its effects on people engaged in similar activities, on users of the services and facilities provided, and on persons residing in areas where the Company is located.

Application of Surplus

67. Clause 7 of the Memorandum of Association relating to the not-for-profit nature of the Company shall have effect as if its provisions were repeated in these Articles. Any surplus of the Company shall be applied as follows, in such manner and in such proportions as the Company may decide at the Annual General Meeting:

- a) to create and maintain a general reserve for the continuation and development of the Company; and
- b) to make payments for social or charitable purposes compatible with the objects of the Company.

Indemnity

68. Every member, director, Secretary, Auditor and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any losses or liabilities incurred by him/her in or about the execution or discharge of the duties of his/her office subject to the provisions of section 310 of the Act, except to the extent that such losses or liabilities shall be attributable to:

- a) fraud or other matters in respect of which the member concerned shall be convicted of a criminal offence; or
- b) negligence; or
- c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of the person in question.

Dissolution

69. Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

Communication by Means of a Web Site

70. The Company may send or supply documents or information to any member of the Company by means of a web site.

Revised February 2011 according to the EGM of November 2010 and the AGM of February 2011.

Minor typographical corrections May 2011 to get Version 11a which is used for PDF for web site.