

Company No:

3835574

The Companies Act 1985 and 1989

Incorporated on

3rd September 1999

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

OXFORD VISUAL ARTS FESTIVAL LIMITED

Companies Acts 1985 & 1989
Company limited by guarantee and not having a share capital
Memorandum of Association of
OXFORD VISUAL ARTS FESTIVAL LIMITED

1. NAME

The name of the Company is the Oxford Visual Arts Festival Limited ('the Company')

2. REGISTERED OFFICE

The registered office of the Company is to be in England and Wales

3. OBJECTS

The objects of the Company are

3.1 to promote the visual arts in all their forms

3.2 to organise an annual visual arts festival in the Oxfordshire area

4. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects:

4.1 to purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;

4.2 subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;

4.3 subject to such consents as may be required by law to borrow or raise money on such terms and on such security as may be thought fit;

4.4 to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided below;

4.5 to appeal for, solicit and receive donations, subscriptions, grants, annuities or other payments for the purposes of the Company;

4.6 to confer, consult, maintain contact and co-operate with any authorities, associations, societies, institutions or bodies of persons established or to be established in the United Kingdom or elsewhere whose work is relevant to that of the Company;

4.7 to draw, make, accept, endorse, discount and execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments;

- 4.8 to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes;
- 4.9 to employ, remunerate and pay any person or persons to supervise, organise, carry on or contribute to the work of or advise the company
- 4.10 To publish or distribute information
- 4.11 To co-operate with other bodies
- 4.12 To borrow money and give security for loans
- 4.13 To acquire or hire property of any kind
- 4.14 To let or dispose of property of any kind
- 4.15 To make grants or loans of money and to give guarantees
- 4.16 To set aside funds for special purposes or as reserves against future expenditure
- 4.17 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)

5. **LIMITED LIABILITY**

The liability of members is limited

6. **GUARANTEE**

Every member promises, if the Company is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member

7. **DISSOLUTION**

If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied directly for the Objects or for charitable purposes within or similar to the Objects

8. **INTERPRETATION**

8.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

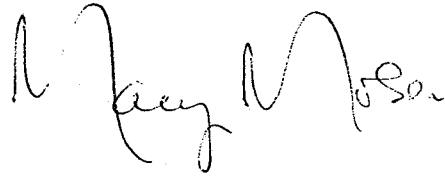
8.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

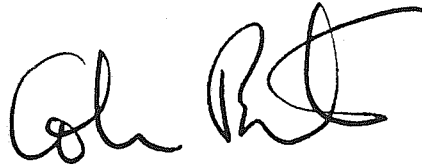
NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

MARY MOSER
7 Ethelred Court
Dunstan Road
Headington
Oxford OX3 9DA



COLIN BURTON
5 North Parade Avenue
Oxford



8 July 1999

Companies Acts 1985 and 1989
Company limited by guarantee and not having a share capital
ARTICLES OF ASSOCIATION OF
OXFORD VISUAL ARTS FESTIVAL LIMITED

1. MEMBERSHIP

- 1.1 The number of members with which the company proposes to be registered is unlimited.
- 1.2 The Company must maintain a register of members
- 1.3 Membership of the Company is open to any individual or organisation interested in promoting the Objects who
 - 1.3.1 applies to the Company in the form required by the Board
 - 1.3.2 is approved by the Board and
 - 1.3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative
- 1.4 The Board may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1.5 Membership is terminated if the member concerned
 - 1.5.1 gives written notice of resignation to the Company
 - 1.5.2 dies or (in the case of an organisation) ceases to exist
 - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due) or
 - 1.5.4 is removed from membership by resolution of the Board on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 1.6 Membership of the Company is not transferable

2. GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
- 2.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 20 or one-third whichever is the lesser

- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative) has one vote on each issue
- 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2.7 The Company must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Company's incorporation
- 2.8 At an AGM the members:
 - 2.8.1 receive the accounts of the Company for the previous financial year
 - 2.8.2 receive the Board's report on the Company's activities since the previous AGM
 - 2.8.3 accept the retirement of those Directors who wish to retire or who are retiring by rotation
 - 2.8.4 elect persons to be Directors to fill the vacancies arising
 - 2.8.5 appoint auditors for the Company
 - 2.8.6 discuss and determine any issues of policy or deal with any other business put before them
- 2.9 Any general meeting which is not an AGM is an EGM
- 2.10 An EGM may be called at any time by the Board and must be called within 28 days on a written request from at least two members

3. **THE BOARD**

- 3.1 The Board when complete consists of at least six and not more than twelve individuals
- 3.2 The subscribers to the Memorandum are the first Board of the Company.
- 3.3 Each of the Directors shall retire in the order in which their names appear at the end of these Articles after the first and subsequent AGMs of the Company respectively. Thereafter one third (or the number nearest one third) of the Board must retire at every third AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 3.4 A Director's term of office automatically terminates if he or she:
 - 3.4.1 is incapable mentally of managing his or her own affairs

- 3.4.2 is absent from three consecutive meetings of the Board without reasonable excuse
- 3.4.3 resigns by written notice to the Board (but only if at least two Directors remain in office)
- 3.4.4 is removed by resolution passed by at least two-thirds of the members present and voting at a general meeting after the meeting has invited the views of the Directors concerned and considered the matter in the light of any such views
- 3.5 The Board may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM
- 3.6 A technical defect in the appointment of a Director of which the Board is unaware at the time does not invalidate decisions taken at a meeting
- 4. **PROCEEDINGS OF THE BOARD**
 - 4.1 The Board must hold at least two meetings each year
 - 4.2 A quorum at a meeting of the Board is four Directors
 - 4.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all the other participants
 - 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Board present presides at each meeting
 - 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by the whole Board is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
 - 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Director has one vote on each issue
 - 4.7 A procedural defect of which the Board is unaware at the time does not invalidate decisions taken at a meeting
- 5. **POWERS OF THE BOARD**

The Board has the following powers in the administration of the Company:

 - 5.1 to appoint (and remove) any member (who may be a Director) to act as Secretary to the Company in accordance with the Act
 - 5.2 to appoint a Chairman from among their number
 - 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee

- must be a Director and all proceedings of committees must be reported promptly to the Board)
- 5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings
 - 5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
 - 5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any)
 - 5.7 to exercise any powers of the Company which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

- 6.1 The Board must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies:

- 6.1.1 annual reports
- 6.1.2 annual returns
- 6.1.3 annual statements of account

- 6.2 The Board must keep proper records of

- 6.2.1 all proceedings at general meetings
- 6.2.2 all proceedings at meetings of the Board
- 6.2.3 all professional advice obtained

- 6.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Council so decide

- 6.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months

7. NOTICES

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
- 7.3.2 two clear days after being sent by first class post to that address
- 7.3.3 three clear days after being sent by second class or overseas post to that address
- 7.3.4 on the date of publication of a newspaper containing the notice
- 7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
- 7.3.6 as soon as the member acknowledges actual receipt
- 7.4 A technical defect in the giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting

8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

9. INTERPRETATION

In the Memorandum in and in these Articles:

'The Act' means the Companies Act 1985

'AGM' means an annual general meeting of the Company

'these Articles' means these articles of association

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary

'Chairman' means the chairman of the Board

'clear day' means 24 hours from midnight following the relevant event

'Director' means a Director of the Company and 'Board' means all of the Directors

'EGM' means an extraordinary general meeting of the Company

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

'material benefit' means a benefit which may not be financial but has a monetary value

'member' and 'membership' refer to membership of the Company

'Memorandum' means the Company's Memorandum of Association

'month' means calendar month

'the Objects' means the Objects of the Company as defined in clause 3 of the Memorandum

'Secretary' means the Secretary of the Company

'written' or 'in writing' refers to a legible document on paper including a fax message

'year' means calendar year

9.1 Expressions defined in the Act have the same meaning

9.2 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

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SIGNATURES OF SUBSCRIBERS

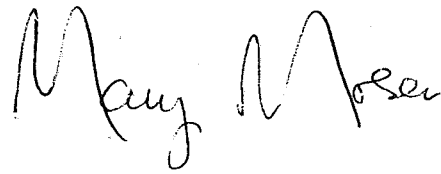
MARY MOSER

7 Ethelred Court

Dunstan Road

Headington

Oxford OX3 9DA



COLIN BURTON

5 North Parade Avenue

Oxford



8 July 1999



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3835574

The Registrar of Companies for England and Wales hereby certifies that
OXFORD VISUAL ARTS FESTIVAL LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 3rd September 1999



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E