

Introduction

Arts Council National Lottery Project Grants

We will ask you questions about different parts of your activity:

- **Some basic details about your project – when it’s happening, what it’s called**
- **What you want to do, why, and what you want it to achieve (we call this ‘Quality’)**
- **Who your project will engage, and how they’ll engage with it (we call this ‘Public engagement’)**
- **How you will manage the project**
- **The budget for the project**

We will use the information you give us in this application to decide whether we will offer you a grant.

The first few screens are autofilled with information you have already provided in your applicant profile. If you need to make any amendments, go back to the ‘Applicants’ section and edit your applicant profile.

Throughout Grantium, any questions marked with an asterisk (*) must be answered otherwise you won’t be able to submit your form.

All our text boxes have a character limit. Please stick to this character limit as any additional text won’t be saved.

Applicant details

Applicant name: In The Park Productions

Applicant number: 52337011

Applicant type: Organisation

What is your organisation's legal name? In The Park Productions Limited

What name is your bank account registered in? In The Park Productions Limited

Please give any other names your organisation uses:

Which option most closely describes your organisation? Arts organisation

Which option most closely describes your organisation's status? Company limited by guarantee

Which category most closely describes your organisation? Amateur or voluntary organisation

Are you a registered charity? No

Main art form: Theatre

Are you based within England or the wider United Kingdom? Yes

Address information

Non-UK address or address not found:

Address name or number: [REDACTED]

Street: [REDACTED]

Locality:

Town / city: [REDACTED]

Postcode: [REDACTED]

[REDACTED]

Email address: [REDACTED]
(Organisation email address
if applicant is an organisation)

Website address:

Fax number:

Your contact information

Contact type	Main contact	First name	Last name	Primary contact number	Email
Grant administrator	Yes	Katrina	Heath	[REDACTED]	[REDACTED]

Contact details

Contact type: Grant administrator

Is this the main contact for the applicant?

First name: Katrina

Middle name:

Last name: Heath

Position: Director

Primary contact number: [REDACTED]

Alternate contact number: [REDACTED]

Mobile phone number:

Email address: [REDACTED]

Fax number:

Financial background

In what year was your organisation formed? 2016

What is your organisation's company number? 09944350
(if applicable)

What was your organisation's turnover in the last full financial year? (£) £0

If you are a new organisation, please estimate your income for the first year.

Basic details

Please give us a short summary of your project.

We'd like to know what your project is, what will happen and who it is aimed at. You can use up to 600 characters to answer this

TRANSFORMATION - is a research and development project to develop a "create your own story" outdoor, promenade theatre experience for families. We will explore the topic of "transformation" through a series of community workshops led by a playwright, a dramaturg, a song-writer, a sensory play specialist and a puppeteer. From the workshops a prototype story structure with songs will be created, and the project will culminate in 3 pilot outdoor story-telling sessions. This will test the 'create your own story' structure, and the power of the piece to engage an audience.

Amount requested

Tell us the total amount you are applying to us for, including any personal access costs* (£): £12,234

How much of this request is for your / your collaborators' personal access costs?* (£): £0

***If there are extra costs relating to your own access needs, or those of the people you are working with, to help you deliver your project and manage your grant online, include them in this figure. For example, payment for a sign language interpreter to help you manage your project.**

If your personal access costs take your request over £15,000 we will still treat your application as an application for £15,000 and under, and make a decision within six weeks.

To find out more about personal access costs, please read the information sheet Access support.

Do you, or does your organisation object to receiving National Lottery funding for religious reasons? No

Project dates

Tell us the start and end dates for your project.

Make sure you allow enough time:

- for us to process your application
- for us to make a payment before your start date, if your application is successful
- to deliver all the stages of your project

The dates you give here should be the dates for the full project you're applying for.

We need six weeks to process applications for £15,000 and under.

Project start date: 19/04/2021

Project end date: 08/10/2021

Our Outcomes

Our 10-year strategy, Let's Create, has three Outcomes. Tell us which of our Outcomes, listed below, you think your project will contribute to.

Outcomes:

A Creative and Cultural Country: England's cultural sector is innovative, collaborative and international, Cultural Communities: Villages, towns and cities thrive through a collaborative approach to culture, Creative People: Everyone can develop and express creativity throughout their life

Quality: what we want to know

Quality is one of our four criteria

In this section, we want you to tell us in more detail about the project you would like to do, how it will help you or your organisation develop, and what you want to achieve by doing it. We also ask about any other artists or practitioners you may be working with, what their role is, and why you have chosen to work with them.

Please read the Quality section of our How to Apply guidance for help on how to answer these questions.

When we look at your answers to these questions we will think about:

- how strong your idea is, and how clearly you have expressed your aims;- if you have demonstrated that your project is likely to achieve its ambition;- if the project will strongly develop the work/skills of the people/organisations involved;- if you have demonstrated that you or the people you are working with have a track record in delivering good quality work;- the quality of the experience for the people taking part in the project; and- whether the artists/organisations involved are high quality in the context you are working in.

Quality

Tell us about your (or your organisation’s) relevant work and experience.

You can use up to 1500 characters to answer this.

In The Park Productions (ITPP) was established in 2014 following R and D funding to develop a short original play and research how outdoor theatre can be produced. The company was subsequently formally constituted in order to grow the scope and reach of the organisation.

All our work has a Watch, Make, Do philosophy and is naturally very inclusive, appealing to those that want an “activity” as well as those that want a “show”.

In 2015 and 2017 we created two popular full scale productions, Alice in Wonderland and Robin Hood (funded by the Arts Council) which reached 4000 people. Since then ITPP have worked with our community to provide a variety of smaller scale, community engagement and cohesion projects. In 2019 Calderdale and Todmorden Councils and Community Foundation for Calderdale funded ‘Tod-itional Tales’ which enabled the engagement of 1000 local people through workshops and a giant promenade production across the whole town geography.

We work closely with Calderdale Council, Todmorden Town Council and a housing association to use a wide variety of outdoor spaces in innovative and imaginative ways. We have been building our network of associate artists and have recently worked with fight directors, choreographers, forest school specialists, casting directors and writing mentors to ensure our artistic quality is always high and continues to develop.

Tell us more about your project and what you want it to achieve.

We want to know what you aim to do and why, including the ideas behind your project.

You can use up to 1500 characters to answer this.

This project will create an original piece of writing with a unique structure, developed through the community engagement workshops. Participants will explore the theme of 'Transformation' using a variety of creative techniques (appropriate to Covid guidance). Families will work alongside a sensory play specialist to explore outdoor locations and how the sensory quality;s can be enhanced.

These workshops will inform and inspire the writing process to create a piece of writing with a variety of potential paths and outcomes. This will culminate in a 'create your own story' or 'choose your own adventure' style performance. Once the model has been developed and tested, using storytelling, it can then be up-scaled in the future to make it a fully formed play

We will achieve a number of things

1. Engage the local community in high quality art, giving them ownership and bringing people together
2. Support the development of an original story and way of presenting interactive theatre.
3. Give an opportunity to research how sensory experiences can be integrated into outdoor theatre and work with new creative partners.
4. Pilot a new way of presenting "choose your own story" though storytelling, finding the best ways to achieve this, before transferring the event to an innovative larger scale production.

Tell us how this project will help to develop your work.

You can use up to 1500 characters to answer this.

This project will allow us to depart from presenting versions of known stories. We will be able to build on our brand loyalty, we are known and trusted in the town, to entice them to a new story. We will be able to continue the work with our community that has built that trust and loyalty to give them input and ownership into the piece. This will strengthen our links with our community and help us to build even more ways of working with them.

We have a proven track record of presenting traditional outdoor promenade theatre and this project will give us the opportunity to develop that even further, creating an innovative way for audiences to interact and shape the story. This R and D project will tell the story via song and storytelling, which will allow us to develop the framework upon which a fully formed theatrical piece can later be built. Furthermore we will delve even deeper into our outdoor settings and research how we can use the sensory experiences naturally provided to enhance our Make, Do, Watch philosophy.

It will develop our work by giving us opportunity to work with a songwriter and develop two new songs. These songs will become an integral part of both this research and development piece and then the bigger piece of work that will follow

We will have opportunity to strengthen links with local funders and organisations with a robust concept, which in turn presents us with further opportunities to strengthen and develop our work and the impact it has on the community.

Project focus

***What will your project focus on?**

If your application is successful we will ask you to reflect back on this at the end of your project as part of your final activity report.

Pick as many as you feel are relevant to your project.

This project will focus on: undertaking professional development, trying out new approaches, creating or commissioning new work

Who else is involved

Artists and creatives, or specialists delivering museum or libraries projects

If your project involves working with artists and creatives, or specialists delivering museum or libraries projects, list them and tell us a bit about them using the tool below. You can include up to ten. You don't need to include yourself.

If you are working with anyone who is helping to deliver or manage your project, please tell us about them later in the separate Partners section.

Please read the quality section of our How to Apply guidance for information on how to complete this section.

To add a name

To add names, click the 'Add new item' icon on the left of the screen to add names. To add more than one name, use the 'Save and Add Another' button.

Artist, creative, museum or library specialist's name	Role in project	Confirmed or expected	What will they be doing?
Joyce Branagh	Dramaturg	Confirmed	Joyce, please fill this in. Hopefully you will be our dramaturg.
Sarah Dale	Songwriter/Performer	Confirmed	Sarah will deliver 2 music workshops to KS2 pupils. She will work with the writer to de...
Andrew Klm	Puppetry advisor	Confirmed	stuff here

Artists

Artist, creative, museum or library specialist's name: Joyce Branagh

Role in project: Dramaturg

Confirmed or expected: Confirmed

Artist's website: www.joycebranagh.co.uk

How will they contribute to the project? Give a brief description of their work:

Joyce, please fill this in. Hopefully you will be our dramaturg.

Artists

Artist, creative, museum or library specialist's name: Sarah Dale

Role in project: Songwriter/Performer

Confirmed or expected: Confirmed

Artist's website:

How will they contribute to the project? Give a brief description of their work:

Sarah will deliver 2 music workshops to KS2 pupils. She will work with the writer to develop two original songs for voice and guitar and provide simple written version of these. She will work with the creative team to develop the structure the piece and perform alongside the storyteller.
More stuff about Sarah needed here.

Artists

Artist, creative, museum or library specialist's name: Andrew Klm

Role in project: Puppetry advisor

Confirmed or expected: Confirmed

Artist's website: www.thingumajigtheatre.info

How will they contribute to the project? Give a brief description of their work:

stuff here

Giving us a sense of your work: Attachment

If you would like to include a document or web link to give us a sense of your work you can do it here.

For example, this could be an image, a music file, a sample of your writing, a video, a link to an online portfolio or a review of your work.

You can only attach one (either a web link or a document). Your document can be up to 10MB and we accept PDF, MS Word, MS Excel, MS PowerPoint and JPEG files. If you'd like to send us a video or a sound clip, it's best to use a link.

If we have asked you for any mandatory attachments (for example, a permission letter) you should attach these at the end of the application.

Web link:

Document Type	Required?	Document description	Date attached
Click to add attachment...	No		

Attachment Details

Document description:

Public engagement: What we want to know

Public engagement is one of our four criteria.

In this section, we want you to tell us who your project is aimed at, how they will experience and engage with it, and how you're going to make sure your project reaches people.

Please read the Public engagement section of our How to Apply guidance for help on how to answer these questions.

When we look at your answers to these questions we will think about:

- how strong the case for public engagement with the activity is;**
- if the target audiences for the activity are clearly identified;**
- if the activity increases opportunities for people who don't currently get involved in the arts and culture or are involved a little in arts and cultural activity;**
- if the activity increase opportunities for people already engaged in arts activity;**
- if plans to market the activity to audiences/participants are well defined, and are likely to achieve your aims;**
- if there is no immediate opportunity to involve people (for example, research and development), whether there is potential for the public to get involved in the future; and**
- where relevant, whether access and diversity been considered effectively.**

Audience and participants

Is your project aimed at any of the groups below as audiences or participants?

By 'audience' we mean people who are going to experience your project as viewers, listeners or readers but are not actively involved in the project.

By 'participants' we mean people who are actively involved in your project (other than the artists or others leading the project) by devising, creating, making, presenting or performing.

Tick here if your activity is specifically aimed at any particular age group.

Tick the age group(s) that you expect to be significantly represented among audience and participants. Audience type - Age - Aged 65 and over, Audience type - Age - Aged 60 to 64, Audience type - Age - Aged 25 to 59, Audience type - Age - Aged 12 to 15, Audience type - Age - Aged under 5, Audience type - Age - Aged 5 to 11

Tick here if your activity is specifically aimed at any identified ethnic groups.

Tick here if your activity is specifically aimed at disabled people.

Tick here if your activity is specifically aimed at individuals or groups with a particular sexual orientation identity.

Tick here if your activity is specifically aimed at either male, female or trans people.

Public engagement

Please read the Public engagement section of our How to Apply guidance for information on how to complete this section.

Who will engage with your project?

Think about the audiences or the people who will take part.
You can use up to 1000 characters to answer this.

1. Workshop participants (numbers are approximate and may change depending on Covid Guidance)
10 Families with children under 5
60 KS1 School Children
60 KS2 School Children
15 KS3 Youth Theatre Members
15 adults with mental health challenges
30 older members of the community
2. The whole community will be invited to an exhibition of the work created or ideas generated during the workshop. Participants of the workshops will be specially invited and the wider community encouraged to add their stories.
3. 300 tickets will be available to the free pilot performances. In addition some volunteer stewards will be invited to take part. By making these tickets free it reduces a key barrier to accessing art.

How will people engage with your project and what experience do you want them to have?

Tell us about the ways audiences or people taking part will engage, and what they will get from your project.
You can use up to 1000 characters to answer this.

All events will be carefully developed to ensure they follow Covid guidance.

- Families will take part in sessions to explore and enhance the sensory qualities of outdoor locations.
- KS1 pupils will explore how the seasons transform our landscape using drama techniques.
- KS3 young people will be asked to create a representation (using donated clothing) of what they feel adolescence has the opportunity to transform them into.
- Older adults will be take part in discussion and activities to share how their town has been transformed. If unable to attend a group they will be provided with a SA postcard and asked to write their memory's, or request a phonecall.
- A group of adults with mental health challenges will be asked to transform some common objects into puppets.
- KS2 pupils Will be asked to create an outdoor soundscape.
- 3 free pilot performances will be given and volunteers recruited

We want all participants, of workshops and pilot performances to experience an uplifting event relevant to our lives, our communities, our place in the world right now. To share and explore themes of change and seek acceptance of where and who we are.

Tell us how you will make sure your project reaches people.

We want to know how you will make sure that the people you plan to engage will be able to experience your project. You can tell us about any planned marketing activities if this is relevant. You can use up to 1000 characters to answer this.

Workshops - We prefer all events to be live but a remote version of every event will be available if required (to aid engagement for vulnerable participants). We have used the links we have been building over the years to find partner organisations to work with us in delivering the workshops so sessions have maximum attendance. We can use our usual information channels like our Facebook and website to encourage other people to join those groups (if appropriate). The workshops will culminate in a exhibition to be held in the town library and education hub. Viewers of the exhibition will be invited to offer their own stories of Transformation. This also promote the pilot performances. The local Information Centre is allowing us window and social media space to promote the project and we will use press releases, banners and flyers around the town.

We plan for performances to be ticketed, but free. The numbers involved in these performances will be depend on Covid restrictions at the time. If performances to the public are not allowed then we could perform to school "class bubbles" so that the model that has been developed can be tested.

In numbers: people benefiting from your project

Estimate how many people will engage with your project.

People who will benefit from your project

Beneficiary Type	How many people will benefit from this project?
Artists and creatives, or specialists	4
Participants	531
Audience (live)	500
Audience (broadcast, online, in writing)	
Total	1,035

Finance: what we want to know

Finance is one of our four criteria.

In this section we will ask you to fill in a budget for your project, and to answer some questions about how you have put your budget together. We'll also ask about how you will manage your budget. We understand that budgets can change over the life of a project, but we need to see that you have planned your budget.

Please read the Finance section of our How to Apply guidance for help on how to answer these questions.

Key things to remember about budgets:

- Your budget has to balance, so your income needs to be the same as your expenditure
- We need to be able to see how you have worked your figures out
- Your budget should be for the total cost of the project you are applying to do

When we look at your answers to these questions we will think about:

- whether the budget is appropriate for the activity that is planned (for example, is the amount of money being asked for suitable for the scale and type of activity? And how appropriate are the areas of income and spending?);
- whether all items in the budget are relevant and reasonable (for example; are fees or wages appropriate to the context? And have quotes for assets been appropriately researched for any asset purchases?); and
- whether the application demonstrates that the activity is attracting income from other sources; is any other income confirmed? If not, do potential income sources seem realistic?

Income

Enter all your cash income on this page, as well as any Support in kind you will receive.

Use the tool at the bottom of the page. Make sure that you show how your figures have been calculated in the 'Description' field, for example:

Ticket sales (7 dates @ 60% of 100 capacity x £8 ticket price) £3,360

The table at the top of the page is a snapshot of the information you enter, and will calculate your total income for you as you work. This table is not editable. The table already includes the amount you are requesting from Arts Council England so you do not need to add this.

To add an income line
To add each income line, click the 'Add new item' icon on the left of the screen. To add more than one line of income, use the 'Save and Add another' button.

Income summary

Income heading	% Project value	Amount (£)
Earned income	0.00%	£0
Local authority funding	16.72%	£2,500
Other public funding	0.00%	£0
Private income	0.00%	£0
Income total (cash)	16.72%	£2,500
Support in kind	1.47%	£220
Arts Council England Funding	81.81%	£12,234
Income total	100.00%	£14,954

Expected / confirmed summary

Income heading	% Project income	Amount (£)
Expected	91.91%	£2,500
Confirmed	8.09%	£220
Income total	100.00%	£2,720

Income heading	Description	Expected or confirmed	Amount
Local authority funding	From Todmorden Ward Forum	Expected	£500
Local authority funding	From Todmorden Town Council	Expected	£2,000
Support in kind	From StoryMagic	Confirmed	£220

Income details

Income heading: Local authority funding

Description: From Todmorden Ward Forum

Expected or confirmed: Expected

Amount (£): £500

Income details

Income heading: Local authority funding

Description: From Todmorden Town Council

Expected or confirmed: Expected

Amount (£): £2,000

Income details

Income heading: Support in kind

Description: From StoryMagic

Expected or confirmed: Confirmed

Amount (£): £220

Income questions

Tell us how you have raised, or plan to raise, any income from other sources you have included in the income table.

This is to help us understand how realistic your budget is, and the partnership support that is in place. Income from other sources could include other grant applications, donations or crowdfunding.

Don't include any income that won't be used specifically for this project.

You can use up to 1500 characters to answer this.

We have a good relationship with Todmorden Town Council and Todmorden Ward Forum and plan to ask for £2000 and £500 worth of funding. This will be conditional on this application being successful.

Tell us about the support in kind in your budget

Tell us how you have worked out your support in kind, and why it benefits your project.

You can use up to 1500 characters to answer this.

StoryMagic (A local Theatre In Education Company who have supported us for many years)will be providing office space, office consumables, internet and phone access, storage, the use of a vehicle, costume hire and some props In Kind.

Also volunteers will be used to steward the Pilot performances.

Expenditure

Please enter all your cash expenditure for your project on this page.

The table at the top of the page is a snapshot of the information you are entering, and will calculate your total expenditure for you as you work. This table is not editable. The table already includes any Support in kind you added on the Income screen so you do not need to add this.

The details about each item of expenditure that you add will be shown in the list at the bottom of the page. You should make sure that you show how your figures have been calculated in the 'Description' field. For example, you should show the number of days and the daily rate for any fees shown.

To add an expenditure line
 To add each expenditure line, click the 'Add new item' icon on the left of the screen. To add more than one line of expenditure, use the 'Save and Add another' button.

Spending (expenditure) summary

Expenditure heading	% Project value	Amount (£)
Artistic and creative or specialist costs	81.56%	£12,376
Making your work accessible	0.00%	£0
Developing your organisation and people	0.00%	£0
Marketing and developing audiences	7.91%	£1,200
Overheads	4.47%	£678
Assets - buildings, equipment, instruments and vehicles	0.00%	£0
Other	4.61%	£700
Personal access costs	0.00%	£0
Expenditure total (cash)	98.55%	£14,954
Support in kind	1.45%	£220
Expenditure total	100.00%	£15,174

Total income (for information): £14,954

Expenditure	Description	Amount
Artistic and creative or specialist costs	Writing fee	£6,110
Artistic and creative or specialist costs	The composition of two original songs	£600
Artistic and creative or specialist costs	Puppetry advisor	£600
Artistic and creative or specialist costs	Music development workshops	£300
Artistic and creative or specialist costs	Transformation themed workshop facilitators	£400
Artistic and creative or specialist costs	workshop resources	£100

Overheads	Insurance	£300
Marketing and developing audiences	Social Media Marketing manager	£300
Marketing and developing audiences	website update fee	£100
Artistic and creative or specialist costs	Two weeks of development and pilpt performance time for two performers	£1,976
Artistic and creative or specialist costs	Dramaturg	£1,170
Marketing and developing audiences	design print and banners for Pilot performance	£500
Marketing and developing audiences	print and banners for exhibition	£300
Overheads	park licence fee	£28
Overheads	venue hire for wet weather workshops and rehearsals	£200
Artistic and creative or specialist costs	Producer	£1,000
Overheads	Diesel	£50
Other	Contingency	£700
Artistic and creative or specialist costs	costume hire	£50
Overheads	office space and consumables	£100
Artistic and creative or specialist costs	prop hire	£50
Artistic and creative or specialist costs	consumables props for pilot performaces	£20

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: Writing fee

Amount (£): £6,110

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: The composition of two original songs

Amount (£): £600

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: Puppetry advisor

Amount (£): £600

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: Music development workshops

Amount (£): £300

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: Transformation themed workshop facilitators

Amount (£): £400

Expenditure details

Expenditure heading: Artistic and creative or specialist costs
Description: workshop resources
Amount (£): £100

Expenditure details

Expenditure heading: Overheads
Description: Insurance
Amount (£): £300

Expenditure details

Expenditure heading: Marketing and developing audiences
Description: Social Media Marketing manager
Amount (£): £300

Expenditure details

Expenditure heading: Marketing and developing audiences
Description: website update fee
Amount (£): £100

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: Two weeks of development and pilpt performance time for two performers

Amount (£): £1,976

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: Dramaturg

Amount (£): £1,170

Expenditure details

Expenditure heading: Marketing and developing audiences

Description: design print and banners for Pilot performance

Amount (£): £500

Expenditure details

Expenditure heading: Marketing and developing audiences

Description: print and banners for exhibition

Amount (£): £300

Expenditure details

Expenditure heading: Overheads

Description: park licence fee

Amount (£): £28

Expenditure details

Expenditure heading: Overheads
Description: venue hire for wet weather workshops and rehearsals
Amount (£): £200

Expenditure details

Expenditure heading: Artistic and creative or specialist costs
Description: Producer
Amount (£): £1,000

Expenditure details

Expenditure heading: Overheads
Description: Diesel
Amount (£): £50

Expenditure details

Expenditure heading: Other
Description: Contingency
Amount (£): £700

Expenditure details

Expenditure heading: Artistic and creative or specialist costs

Description: costume hire
Amount (£): £50

Expenditure details

Expenditure heading: Overheads
Description: office space and consumables
Amount (£): £100

Expenditure details

Expenditure heading: Artistic and creative or specialist costs
Description: prop hire
Amount (£): £50

Expenditure details

Expenditure heading: Artistic and creative or specialist costs
Description: consumables props for pilot performances
Amount (£): £20

Expenditure questions

Tell us how you will manage the budget for this project, and about your previous experience of managing budgets.

You can use up to 1500 characters to answer this.

Katrina Heath has extensive experience in managing budgets for both In The Park Productions and Storymagic. In addition Jenny Sheldon, one of the directors, manages the accounts for her business. John Kendal, the company's accountant has many years experience.

The budget will be run by the producer (Katrina Heath) who has access to the online banking and debit card. All expenditure will be logged on a spread sheet and compared against the budget found on this application. Usually petty cash is provided but currently card payments are preferred in most places.

In 2017 we have had funding for over 20,000 for our production of Robin Hood, which came from 4 different sources, all requiring value for money and a clear evaluation. This project involved a creative team of 10 and 7 performances over two weekends along with community events and engagement activities.

Artists will be expected to submit invoices which will be paid within the week. (Some of Katrina Heath's writing fee may be withheld until the last payment from this grant. This has agreed.

Our accountant will check the accounts and submit the annual return.

The contingency money maybe needed to support on line delivery (if required to provide).

Tell us how you have worked out the costs in your project budget, including the costs of any purchases.

You can use up to 1500 characters to answer this.

Equity rates for the director, performers and producer

Writers guild rates for the writing.

Songwriting fee quoted from the Song Writer

Andrew Kim quoted his fee for the commnuntiy workshop and to work with the creative team.

Sarah Dale has quoted a fee of £300 for 2 1 hour workshops including prep time

The fee for the hire of the park is based on 2019 fees. There have been no events considered for 2020 so I am unaware of any changes.

Diesel fee based on a full tank of diesel for the van being made available In Kind. Many local journeys will be made.

Workshop resource have been estimated to take into account consumables such as stamps, postcards, glue guns, staples and garments. Some if these will be donated or workshop leaders will us their own.

The contingency is 5% of the budget

Fair pay

We are committed to making sure that those who work in arts and culture are properly and fairly paid.

Please read the fair pay section of our How to Apply guidance for more information.

Have you used any recognised pay guidelines to work out pay for those involved in your project (including you)? Yes – if so, which guidelines have you used?

Please explain in more detail.

You can use up to 600 characters to answer this.

We have used Equity and Writers guild rates and workshop leaders own quotes.
Quotes for design and print comes from Bank House publishing, Facemedia, Solopress, Pennine signs.
Fee for Insurance is based on a quote from First Act Insurance
Fee for Park Licence fee is based on the fee for 2019.

There are other people included in the delivery of my project, as workers or volunteers. I am aware of my statutory responsibilities.

The latest government guidance on employing people is here.

Management: what we want to know

Management is one of our four criteria.

In this section we want you to tell us how you will manage your project. We will ask you to tell us about any partners involved in the project, where it will be taking place and how you will evaluate the project. We will ask you to fill in a timeline of the key stages of your project, and tell us about the planning you've done to date.

Please read the Management section of our How to Apply guidance for help on how to answer these questions.

When we look at your answers to these questions we will think about:

- if the activity is realistic and well planned (including having a realistic tour schedule, where appropriate);**
- if the application shows your ability to manage the activity successfully;**
- if the team delivering the project has a track record of managing similar activity;**
- if the activity is supported by appropriate partnerships; and**
- if plans to evaluate the activity are appropriate.**

Project partners

If you are working with other people or organisations to support the management and/or delivery of your project, we'd like to know about their role and whether their involvement is confirmed.

The table at the bottom of the page will populate with the information you enter about the partners involved in your project.

Tell us about your, and your partners', recent experience in managing similar types of projects.

You can use up to 1500 characters to answer this.

We have produced two full scale productions in the park
In 2019, using local authority funding, we ran Tod-itional Tales. This project had a similar structure - workshops to develop a story, followed by performances. We worked with a large range of partners in the town including schools, health centre groups, scouts and guides, local churches and groups for supported adults.
We also had to get permission to work in 4 different locations, managed by 3 different bodies, including a local housing association.
In addition we then used our own marketing strategies such as print distribution, banners, press releases, activities at events and a variety of Facebook pages to engage individuals.
For this project we had to make three separate reports for funders.
In addition to our experience The Friends of Centre Vale Park secured Heritage Lottery Funding for a heritage trial in the Park. All the schools and groups we will be working with have had to adapt their delivery to make it Covid safe (if applicable)

To add a partner
To add a partner, click the 'Add new item' icon on the left of the screen. To add more than one partner, use the 'Save and Add another' button.

Partner name	Main contact	Email address	Role in project	Confirmed or expected
Grow Big	Rachel Stewart	[REDACTED]	Senosry Play advisor	Confirmed
Friends of Centre Vale Park	Karen Andrews	[REDACTED]	Liason with Park and suppor...	Confirmed
Todmorden Children's Centre	Charlotte Colclough	[REDACTED]	To provide a link to families	Confirmed

Calderdale Council	Peter Vardey	[REDACTED]	To advise on health and safe...	Confirmed
Todmorden Town Council	Colin Hill	[REDACTED]	To provide a link to some v...	Confirmed
Cornholme School				
Walsden School				
Ferney Lee School	Mrs Kelly Williams	[REDACTED]	To provide a KS2 class for ...	Confirmed
St Josephs Primary Academy	Mrs Lloyd	[REDACTED]	To provide a KS2 class for ...	Confirmed
Healthy Minds Todmorden	Deborah Corbyn	[REDACTED]	To provide a link to partic...	Confirmed
StoryMagic Theatre School	Katrina Heath	[REDACTED]	To provide a KS3 group for ...	Confirmed
Age Concern Todmorden	Alex Boyle	[REDACTED]	To provide a link to partic...	Confirmed
Todmorden Library	Roberta Crossley	[REDACTED]	To provide exhibition space	Confirmed
Todmorden Learning Centre and Community Hub	Julie Thorpe	[REDACTED]	To provide exhibition space...	Confirmed

Partners details

Partner name: Grow Big
Main contact (if organisation): Rachel Stewart
Email address: [REDACTED]
Role in project: Senosry Play advisor
Confirmed or expected: Confirmed

Partners details

Partner name: Friends of Centre Vale Park
Main contact (if organisation): Karen Andrews
Email address: [REDACTED]
Role in project: Liason with Park and supporting sensory planting
Confirmed or expected: Confirmed

Partners details

Partner name: Todmorden Children's Centre
Main contact (if organisation): Charlotte Colclough
Email address: [REDACTED]
Role in project: To provide a link to families
Confirmed or expected: Confirmed

Partners details

Partner name: Calderdale Council
Main contact (if organisation): Peter Vardey
Email address: [REDACTED]

Role in project: To advise on health and safety and provide a link with some venues.

Confirmed or expected: Confirmed

Partners details

Partner name: Todmorden Town Council

Main contact (if organisation): Colin Hill

Email address: townclerk@todmorden-tc.gov.u

Role in project: To provide a link to some venues. To provide support as agreed.

Confirmed or expected: Confirmed

Partners details

Partner name: Cornholme School

Main contact (if organisation):

Email address:

Role in project:

Confirmed or expected:

Partners details

Partner name: Walsden School

Main contact (if organisation):

Email address:

Role in project:

Confirmed or expected:

Partners details

Partner name: Ferney Lee School
Main contact (if organisation): Mrs Kelly Williams
Email address: [REDACTED]
Role in project: To provide a KS2 class for a music workshop
Confirmed or expected: Confirmed

Partners details

Partner name: St Josphehs Primary Academy
Main contact (if organisation): Mrs Lloyd
Email address: [REDACTED]
Role in project: To provide a KS2 class for a music workshop
Confirmed or expected: Confirmed

Partners details

Partner name: Healthy Minds Todmorden
Main contact (if organisation): Deborah Corbyn
Email address: [REDACTED]
Role in project: To provide a link to participants in the puppetry workshop
Confirmed or expected: Confirmed

Partners details

Partner name: StoryMagic Theatre School
Main contact (if organisation): Katrina Heath
Email address: [REDACTED]

Role in project: To provide a KS3 group for a costume making workshop

Confirmed or expected: Confirmed

Partners details

Partner name: Age Concern Todmorden

Main contact (if organisation): Alex Boyle

Email address: [REDACTED]

Role in project: To provide a link to participants for the "how our town has transformed" workshop

Confirmed or expected: Confirmed

Partners details

Partner name: Todmorden Library

Main contact (if organisation): Roberta Crossley

Email address: [REDACTED]

Role in project: To provide exhibition space

Confirmed or expected: Confirmed

Partners details

Partner name: Todmorden Learning Centre and Community Hub

Main contact (if organisation): Julie Thorpe

Email address: [REDACTED]

Role in project: To provide exhibition space and wet weather workshop space

Confirmed or expected: Confirmed

Location

We are interested in where the projects we support are happening, and whether they involve touring. It's important for getting a fuller picture about where our investment reaches. We report to our funders on where the activities we fund happen.

Activity that involves touring

A project that includes presenting the same programme of work in a number of different locations.

Activity that doesn't involve touring

A project that happens in just one place, that happens in several different places but isn't about touring work, or doesn't happen in any specific place (for example online work)

Some touring and other types of activity

A project that involves showing the same work in a number of locations, and some work that isn't touring (eg a tour and some organisational development work).

My project: doesn't include any touring at all

Non-touring

Location details

Using the tool below, please enter the location(s) where your non-touring activity is happening. To add a location, click the 'Add new item' icon on the left of the screen. To add more than one location, use the 'Save and Add another' button.

If your project is not happening in a specific place, please enter your home postcode.

Name of the location	Local authority
Centre Vale Park	Calderdale
Walsden Recreation Ground	Calderdale
Vale	Calderdale

Non-touring location details

Name of the location (e.g. Oneplace Arts Centre): Centre Vale Park

Enter postcode: OL14 7DF

No postcode available:

Local authority: Calderdale

Have you received any advice from this local authority? Yes

Local authority staff: Peter Vardey

Non-touring location details

Name of the location (e.g. Oneplace Arts Centre): Walsden Recreation Ground

Enter postcode: OL14 7TQ

No postcode available:

Local authority: Calderdale

Have you received any advice from this local authority? Yes

Local authority staff: Peter Vardey

Non-touring location details

Name of the location (e.g. Oneplace Arts Centre): Vale

Enter postcode: OL14 8JY

No postcode available:

Local authority: Calderdale

Have you received any advice from this local authority? Yes

Local authority staff: Pater Vardey

Project plan

Planning to date

Tell us about the planning and preparation you have already done.

This work should not be included as a cost in your budget; we cannot fund activity that has already taken place.

You can use up to 1500 characters to answer this.

Last years project, Tod-itional Tales lay the ground work for this project but engaging the community in creative workshops that directly gave participation ownership over the story. We also used it as an opportunity to work in new outdoor spaces and make links with new space managers. This built the links and partnerships we will build onto in the project.

Additionally the Artistic Director Katrina Heath has undertaken some sensory play training and taken part in the literal challenge 29 plays later. Both of these have widened her artistic scope. Katrina has also undertaken additional safeguarding training.

Katrina has also built up a library of "choose your own adventure" books. Sarah Dale and Andrew Kim have been contacted and their artistic partnership secured. Schools, healthy minds, a local youth theatre, library, community learning centre and Calderdale Council have been contacted. Friends of Centre Vale park have been contacted and their support secured.

Funding from Todmorden Town Council was secured in 2020 for socially distanced shows but the local authority were not accepting any applications for the use of the proposed venue at the time. The Town Council have been approached about this project and have confirmed they are broadly thankful for, and supportive of, our projects but the funding application is still to go before the committee. The planning and risk assessments created for these Covid secure shows can be used to aid the planning and risk assessment for this project.

* Project Timeline

Please use the table to list the main stages and tasks of the project from the start date onwards, and to show who will lead on each part of the project.

Enter at least one stage, and add each project stage in order.

To create the table, click the 'Add new item' icon on the left of the screen to add a project stage. To add more than one stage, use the 'Save and Add another' button.

The table at the bottom of the page will populate with the information you enter.

Start date	End date	Activity or task details	Task lead
19/04/2021	23/04/2021	Contact schools and groups and set up workshops	Katrina Heath
26/04/2021	30/04/2021	Finalise planning and risk assessments for workshops	Katrina Heath

03/05/2021	09/07/2021	Run workshops, recruit volunteers, continuous discussions amongst artistic team	Katrina Heath
03/05/2021	09/07/2021	Updating of social media platforms re- workshops	Katrina Heath
17/07/2021	31/08/2021	Exhibition of work created in workshop - ongoing social media coverage	Katrina Heath
12/07/2021	23/07/2021	first draft of script written and submitted to dramaturg and songwriter - script and song workshops	Katrina Heath/Joyce Branagh
26/07/2021	27/08/2021	second draft of script written and workshopped with creative team, including puppetry	Katrin Heath/Joyce Branagh/...
01/09/2021	25/09/2021	Distribution of print, updating of website and social media platforms, press releases, tickets sales	Katrina Heath
30/08/2021	11/09/2021	Rehearsals and script/activity development	Joyce Branagh/Katrina Heath...
13/09/2021	22/09/2021	On site Rehearsal	Joyce Branagh/Katrina Heath...
22/09/2021	24/09/2021	Performances at 5pm.	Katrina Heath
27/09/2021	30/09/2021	Audience Evaluations collated and reports written	Katrina Heath
01/10/2021	08/10/2021	ensure everyone paid, Finalise accounts, return borrowed items, thank everyone	Katrina Heath

Project plan details

Start date: 19/04/2021

End date: 23/04/2021

Activity or task details: Contact schools and groups and set up workshops

Task lead: Katrina Heath

Project plan details

Start date: 26/04/2021

End date: 30/04/2021

Activity or task details: Finalise planning and risk assessments for workshops

Task lead: Katrina Heath

Project plan details

Start date: 03/05/2021

End date: 09/07/2021

Activity or task details: Run workshops, recruit volunteers, continuous discussions amongst artistic team

Task lead: Katrina Heath

Project plan details

Start date: 03/05/2021

End date: 09/07/2021

Activity or task details: Updating of social media platforms re- workshops

Task lead: Katrina Heath

Project plan details

Start date: 17/07/2021

End date: 31/08/2021

Activity or task details: Exhibition of work created in workshop - ongoing social media coverage

Task lead: Katrina Heath

Project plan details

Start date: 12/07/2021

End date: 23/07/2021

Activity or task details: first draft of script written and submitted to dramaturg and songwriter - script and song workshops

Task lead: Katrina Heath/Joyce Branagh

Project plan details

Start date: 26/07/2021

End date: 27/08/2021

Activity or task details: second draft of script written and workshopped with creative team, including puppetry

Task lead: Katrin Heath/Joyce Branagh/Sarah Dale/ Andrew Kim

Project plan details

Start date: 01/09/2021

End date: 25/09/2021

Activity or task details: Distribution of print, updating of website and social media platforms, press releases, tickets sales

Task lead: Katrina Heath

Project plan details

Start date: 30/08/2021

End date: 11/09/2021

Activity or task details: Rehearsals and script/activity development

Task lead: Joyce Branagh/Katrina Heath/Sarah Dale

Project plan details

Start date: 13/09/2021

End date: 22/09/2021

Activity or task details: On site Rehearsal

Task lead: Joyce Branagh/Katrina Heath/Sarah Dale/Andrew Kim

Project plan details

Start date: 22/09/2021

End date: 24/09/2021

Activity or task details: Performances at 5pm.

Task lead: Katrina Heath

Project plan details

Start date: 27/09/2021

End date: 30/09/2021

Activity or task details: Audience Evaluations collated and reports written

Task lead: Katrina Heath

Project plan details

Start date: 01/10/2021

End date: 08/10/2021

Activity or task details: ensure everyone paid, Finalise accounts, return borrowed items, thank everyone

Task lead: Katrina Heath

Project plan details

Start date:

End date:

Activity or task details:

Task lead:

Evaluation

Results of your project

Please estimate the results of your project in the categories below. Enter '0' (zero) for any item that is not relevant.

Project Results	Estimated
Number of new products or commissions	2
Period of employment for artists and creatives, or specialists (in days)	36
Number of performance or exhibition days	45
Number of sessions for education, training or participation	12

Divide the day into three sessions (morning, afternoon and evening). A session is any one of these.

Tell us how you will evaluate your project.

Tell us how you plan to monitor the progress of your project, and evaluate your outcomes throughout the project. Think about all the parts of your project, including quality, public engagement, finance and management. If we give you a grant, we will ask you to evaluate your work and fill in an activity report at the end of your project.

You can use up to 1500 characters to answer this.

Each workshop will have an evaluation at the end. There will be a written evaluation as well as an opportunity for people to take part in audiovisual feedback. Evaluations will be age specific and we will work with the partner organisation to make each evaluation system appropriate to the user. Feedback will be requested from organisation leaders as well as participants.

Everyone will be invited to use the social media platforms to provide public feedback.

The exhibition will invite people to provide feedback information through the use of a visitor book or interactive notice board. A range of feedback forms will be arranged to make it as inclusive as possible.

The pilot performances will be evaluated mostly by the performers engaging the participants in conversation, which may be recorded with consent. In addition, those that are willing will be asked to fill in a paper evaluation. Performers will write a brief summary at the end of each pilot performance with particular reference with how engaged the audience was. Emphasis will be on gathering feedback on the interactive "choose your own story" element of the piece.

Additionally we will gather information on how connected audiences felt to the piece.

Governance document

Please note - if you need to update the Governance document for your organisation, this must be done on your Applicant profile. The new version will then update on this form.

Document Type	Required?	Document description	Date attached	Attachment type
Click to add attachment...	Yes	memorandum and articles of association	28/08/2016	Governance document

Attachment details

Document description: memorandum and articles of association

Other attachment type: Governance document

Monitoring information

To update any of this information please return to your applicant profile.

We may use this information to report to the Government or to monitor the different backgrounds of people who receive grants. We will not use this information to assess your application. If you do not know some of the information or you would prefer not to provide it, you can fill in the 'Not known/Prefer not to answer' box. Please give the number of senior managers and members on your management committee, board, governing body or council who are from the following groups.

How many members are there in senior management and on your management committee, board, governing body or council? 5

Ethnicity:

White:	Number:
British	5
Irish	
Gypsy or Irish traveller	
Any other white background	

Mixed:	
White and Black Caribbean	
White and Black African	
White and Asian	
Any other Mixed/Multiple ethnic background	

Asian/Asian British:	
Indian	
Pakistani	
Bangladeshi	
Chinese	
Any other Asian background	

Black/Black British:

African	
Caribbean	
Any other Black background	

Other:	
Arab	
Any other ethnic background	
Prefer not to say	
Not known	

Age:

Age	Number:
0-19	
20-34	
35-49	5
50-64	
65 and over	
Prefer not to say	
Not known	

*** Disability status:**

Number of deaf or disabled people, or who have a long term health condition:

	Number:
Deaf or disabled	
Not deaf or disabled	5
Prefer not to say	
Not known	

Gender identity:

Gender	Number:
Female	4
Male	1
Non-binary	
Prefer not to say	
Not known	

* Gender assumed to be at birth:

**Number whose gender identity is different to 0
that which it was assumed to be at birth:**

*** Please enter the number of people in each category:**

Sexual Orientation	Number:
Bisexual	
Gay man	
Gay Woman/Lesbian	
Heterosexual/Straight	5
Prefer not to say	
Not known	

Taking into account the person (or people) who take the key strategic decisions relating to your organisation, do you consider your organisation to be:

BME led: No
Disability led: No
Female led: Yes
LGBT led: No

Declaration

Data Protection and Freedom of Information

We are committed to being as open as possible. This includes being clear about how we assess and make decisions on Arts Council National Lottery Project Grants and how we will use your application form and other documents you give us. We are happy to provide you with copies of the information we hold about you.

We handle any personal data we receive in accordance with the United Kingdom General Data Protection Regulation, the UK Data Protection Act 2018 and other applicable laws that regulate the use and privacy of personal data (Data Protection Law). For more information about the personal data that we collect, what we use it for, and your data protection rights, please refer to our Privacy Notice.

As a public organisation we also have to follow the Freedom of Information Act 2000.

You must read the Freedom of Information (FOI) guidance on our website (<https://www.artscouncil.org.uk/freedom-information#section-6>) before you sign your application.

By signing this application form, you acknowledge the following:

1. That we will use this application form and the information you give to us, including any personal data as referred to in our Privacy Notice, for the following purposes:
 - a) To decide whether to give you a grant.
 - b) To provide copies to other individuals or organisations who are helping us assess and monitor grants, including local authorities, other lottery distributors and organisations that award grants. After we reach a decision, we may also tell them the outcome of your application and, if appropriate, why we did not offer you a grant.
 - c) To hold in our database and use for statistical purposes.
 - d) If we offer you a grant, we will publish information about you relating to the activity we have funded, including the amount of the grant and the activity it was for. This information may appear in our press releases, in our print and online publications, and in the publications or websites of the Department for Digital, Culture, Media and Sport (DCMS) and any partner organisations who have funded the activity with us.
 - e) If we offer you a grant, you will support our work to campaign for arts and culture, contributing (when asked) to important publicity activities during the period we provide funding for. You will also give us, when asked, case studies, images and audio-visual materials that we can use to celebrate artistic and cultural excellence.
 - f) As an organisation that gives out public funds, we may carry out checks on the personal and financial information you provide us. If you provide false, fraudulent or inaccurate information in your application or at any point in the lifetime of any funding agreement we enter into with you, we may share the information about you with other National Lottery distribution bodies and relevant external bodies to prevent fraud and money laundering. If we identify or suspect fraudulent activity we will report this to the police and take appropriate action.

I confirm that, as far as I know, the information in this application is true and correct.

I confirm that I am 18 years old or over (or will be at the time of accepting any grant offer made)

Name: Katrina Heath

2. You have read and understood our Freedom of Information (FOI) guidance (<https://www.artscouncil.org.uk/freedom-information#section-6>) and acknowledge that if information about this application is requested under the FOI Act, we will process that request in line with our obligations under the FOI Act.

3. Tick this box to confirm you meet our bank account requirements as set out in our Bank Details guidance.

4. Tick the relevant box if any person involved in the project or writing the application:

I am happy to be contacted by Arts Council England, or by a third-party organisation on behalf of Arts Council England, for feedback to help evaluate the programme.

Submission summary

The submission summary displays a list of all the steps you've worked through. If you have completed a step successfully, there will be a green tick beside it. If a step is incomplete or has not been completed successfully, this will be indicated by a red tick. A hyperlinked statement will tell you what part of each step needs attention. Click on this hyperlinked statement to take you to the step and make your amendments.

By clicking submit, you are submitting your completed application form for our consideration.

The submission summary displays a list of all the steps you've worked through. If you have completed a step successfully, there will be a green tick beside it. If a step is incomplete or has not been completed successfully, this will be indicated by a red tick. A hyperlinked statement will tell you what part of each step needs attention. Click on this hyperlinked statement to take you to the step and make your amendments.

By clicking submit, you are submitting your completed application form for our consideration.

Page	Last Updated
Introduction	No Input Required
Applicant details	01/12/2020
Address information	01/12/2020
Contact information	01/12/2020
Financial background	Please Complete
Basic details	08/02/2021
Our Outcomes	05/01/2021
Quality	No Input Required
Quality	05/02/2021
Project focus	07/01/2021
Who else is involved	25/01/2021
Attachment	No Input Required
Public engagement	No Input Required
Audience and participants	25/01/2021
Public engagement	07/02/2021
Beneficiaries	Please Complete
Finance	No Input Required
Income	08/02/2021
Income questions	08/02/2021
Expenditure	Please Complete
Expenditure questions	07/02/2021

Management	No Input Required
Partners	Please Complete
Location	07/01/2021
Non-touring	25/01/2021
Project plan	Please Complete
Evaluation	07/02/2021
Governance document	01/12/2020
Monitoring information	01/12/2020
Declaration	Please Complete

Notes:

The table must be completed as per instructions. [Click here to return to Beneficiaries form.](#)

The total income amount must match the total expenditure amount. [Click here to return to Expenditure form.](#)

Partners list contains 2 incomplete items.

Project plan list contains 1 incomplete item.

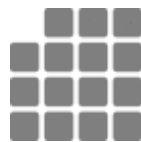
IN THE PARK PRODUCTIONS
LIMITED

MEMORANDUM AND ARTICLES OF ASSOCIATION

The Companies Act 2006

Incorporated on 11 January 2016

Company Number 09944350



Orangefield  **group**

Ground Floor, Martin House
5 Martin Lane
London EC4R 0DP
Tel: 020-7250 3350

Email: companyservices.uk@orangefield.com
www.companyformations.co.uk

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF IN THE PARK PRODUCTIONS LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Names of each Subscriber

Authentication by each Subscriber

Paul Cheesbrough

Katrina Heath

Dated: 8 January 2016

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of

IN THE PARK PRODUCTIONS LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In these Articles, unless the context requires otherwise:

appointor has the meaning given to that term in Article 25.1;

Articles means the Company's articles of association for the time being in force;

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

CA 2006 means the Companies Act 2006;

chairman has the meaning given to that term in Article 14.2;

chairman of the meeting has the meaning given to that term in Article 36;

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;

Conflict has the meaning given to that term in Article 17.2;

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

corporate representative has the meaning given to that term in Article 44;

director means a director of the Company, and includes any person occupying the position of director, by whatever name called;

document includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form has the meaning given to that term in section 1168 of CA 2006;

hard copy form has the meaning given to that term in section 1168 of CA 2006;

instrument means a document in hard copy form;

member has the meaning given to that term in section 112 of CA 2006;

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;

non-conflicted director means any director who is not a conflicted director;

ordinary resolution has the meaning given to that term in section 282 of CA 2006;

participate, in relation to a directors' meeting, has the meaning given to that term in Article 13;

proxy notice has the meaning given to that term in Article 42.2;

proxy notification address has the meaning given to that term in Article 43.1;

relevant officer has the meaning given to that term in Articles 51.3.2 or 52.2.1, as the case may be;

relevant loss has the meaning given to that term in Article 52.2.2;

special resolution has the meaning given to that term in section 283 of CA 2006;

subsidiary has the meaning given to that term in section 1159 of CA 2006;

United Kingdom means Great Britain and Northern Ireland; and

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company.

2 **Liability of members**

- 2.1 The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member, for:
- 2.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;
 - 2.1.2 payment of the costs, charges and expenses of winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

- 3 3.1 The Company shall have the rights to carry on any business of any description and in particular to:
- 3.1.1 to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
 - 3.1.2 to lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person included any holding company, subsidiary or fellow subsidiary company in any manner;
 - 3.1.3 to borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 3.2 The income and property of the Company shall be applied solely towards the promotion of its business 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 members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:
- 3.2.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - 3.2.2 of any interest on money lent by any member of the Company or any director at a reasonable and proper rate;
 - 3.2.3 of reasonable and proper rent for premises demised or let by any member of the Company or any director; and
 - 3.2.4 to any director of out-of-pocket expenses.
- 3.3 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 or distributed among the members of the Company, but shall be given or transferred to some other

institution (charitable or otherwise) carrying on a business similar to the business of the Company and which shall prohibit the distribution of its or their income to its or their members, such institutions to be determined by the members of the Company at or before the time of dissolution.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 Change of Company name

Without prejudice to the generality of Article 4, the directors may resolve in accordance with Article 9 to change the Company's name.

6 Members' reserve power

6.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

7 Directors may delegate

7.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

7.1.1 to such person or committee;

7.1.2 by such means (including by a power of attorney);

7.1.3 to such an extent;

7.1.4 in relation to such matters or territories; and

7.1.5 on such terms and conditions;

as they think fit.

7.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

7.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

8 Committees

8.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

8.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

- 8.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

DECISION-MAKING BY DIRECTORS

9 Directors to take decisions collectively

- 9.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 10 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 11 (Unanimous decisions).
- 9.2 If:
- 9.2.1 the Company only has one director for the time being, and
- 9.2.2 no provision of the Articles requires it to have more than one director,
- the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.
- 9.3 Subject to the Articles, each director participating in a directors' meeting has one vote.

10 Directors' written resolutions

- 10.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 10.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 10.3 Notice of a proposed directors' written resolution must indicate:
- 10.3.1 the proposed resolution; and
- 10.3.2 the time by which it is proposed that the directors should adopt it.
- 10.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 10.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

11 Unanimous decisions

- 11.1 A decision of the directors is taken in accordance with this Article 11 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.
- 11.2 A decision may not be taken in accordance with this Article 11 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 11.3 Once a directors' unanimous decision is taken in accordance with this Article 11 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

12 **Calling a directors' meeting**

- 12.1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice.
- 12.2 Notice of any directors' meeting must indicate:
- 12.2.1 its proposed date and time;
 - 12.2.2 where it is to take place; and
 - 12.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.3 Subject to Article 12.4, notice of a directors' meeting must be given to each director but need not be in writing.
- 12.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13 **Participation in directors' meetings**

- 13.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 13.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 13.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14 **Chairing of directors' meetings**

- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairman.
- 14.3 The directors may terminate the chairman's appointment at any time.
- 14.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

15 **Chairman's casting vote at directors' meetings**

- 15.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 15.2 Article 15.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a

conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

16 Quorum for directors' meetings

- 16.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 Subject to Article 16.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one.
- 16.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 17 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

17 Directors' conflicts of interests

- 17.1 For the purposes of this Article 17, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 17.2 The directors may, in accordance with the requirements set out in this Article 17, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a Conflict).
- 17.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 17.4 Any authorisation under this Article 17 will be effective only if:
 - 17.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 17.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and
 - 17.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 17.5 Any authorisation of a Conflict under this Article 17 may (whether at the time of giving the authorisation or subsequently):
 - 17.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 17.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or

17.5.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

17.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

17.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

17.6.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

17.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

17.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

17.7.2 is not given any documents or other information relating to the Conflict;

17.7.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

17.8 Where the directors authorise a Conflict:

17.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;

17.8.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

17.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.

17.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 17.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:

17.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;

17.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;

17.10.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

17.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

17.10.5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006.

17.11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

17.12 Subject to Article 17.13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

17.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

18 **Records of decisions to be kept**

The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

19 **Directors' discretion to make further rules**

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

20 **Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

21 **Methods of appointing directors**

21.1 Subject to Article 21.2, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

21.1.1 by ordinary resolution, or

21.1.2 by a decision of the directors.

21.2 No person who is not a member shall in any circumstances be eligible to hold office as a director.

22 **Termination of director's appointment**

- 22.1 A person ceases to be a director as soon as:
- 22.1.1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;
 - 22.1.2 that person ceases to be a member;
 - 22.1.3 a bankruptcy order is made against that person;
 - 22.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debt and the Company resolves that his office be vacated s;
 - 22.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 22.1.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
 - 22.1.7 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

23 Directors' remuneration

- 23.1 Directors may undertake any services for the Company that the directors decide.
- 23.2 Directors are entitled to such remuneration as the directors determine:
- 23.2.1 for their services to the Company as directors, and
 - 23.2.2 for any other service which they undertake for the Company.
- 23.3 Subject to the Articles, a director's remuneration may:
- 23.3.1 take any form, and
 - 23.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

24 Directors' expenses

- 24.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at:
- 24.1.1 meetings of directors or committees of directors,
 - 24.1.2 general meetings, or
 - 24.1.3 separate meetings of the holders of any debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

25 **Appointment and removal of alternate directors**

- 25.1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 25.1.1 exercise that director's powers; and
 - 25.1.2 carry out that director's responsibilities,
 - 25.1.3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 25.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 25.3 The notice must:
- 25.3.1 identify the proposed alternate; and
 - 25.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

25 **Rights and responsibilities of alternate directors**

- 26.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 26.2 Except as the Articles specify otherwise, alternate directors:
- 26.2.1 are deemed for all purposes to be directors;
 - 26.2.2 are liable for their own acts and omissions;
 - 26.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 17); and
 - 26.2.4 are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.
- 26.3 A person who is an alternate director but not a director:
- 26.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);
 - 26.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and
 - 26.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- 26.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

26.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

26 Termination of alternate directorship

An alternate director's appointment as an alternate for any appointor terminates:

27.1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

27.2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;

27.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;

27.4 on the death of that appointor; or

27.5 when the alternate's appointor's appointment as a director terminates.

SECRETARY

27 Appointment and removal of secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 3

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28 Applications for membership

No person shall become a member of the Company unless:

29.1 that person has completed an application for membership in a form approved by the directors; and

29.2 the directors have approved the application.

29 Termination of membership

30.1 A member may withdraw from membership of the Company by giving seven days' notice to the Company in writing.

30.2 The directors may terminate the membership of any member provided that the member concerned shall have a right to be heard before any final decision is made.

30.3 Membership is not transferable.

30.4 Subject to Articles 30.1 and 30.2, a person's membership terminates when that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

30 **Convening general meetings**

The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

31 **Notice of general meetings**

32.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the members.

32.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

32.3 Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company.

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

32 **Resolutions requiring special notice**

33.1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.

33.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.

33.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 33.1.

33 **Attendance and speaking at general meetings**

34.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

34.2 A person is able to exercise the right to vote at a general meeting when:

34.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

34.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 34.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 34.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 34.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

34 **Quorum for general meetings**

- 35.1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if the Company has only a single member, the quorum shall be one such qualifying person.
- 35.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

35 **Chairing general meetings**

- 36.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 36.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 36.2.1 the directors present, or
- 36.2.2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 36.3 The person chairing a meeting in accordance with this Article is referred to as the chairman of the meeting.

36 **Attendance and speaking by directors and non-members**

- 37.1 Directors may attend and speak at general meetings, whether or not they are members.
- 37.2 The chairman of the meeting may permit other persons who are not:
- 37.2.1 members of the Company, or
- 37.2.2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

37 **Adjournment**

- 38.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 38.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 38.2.1 the meeting consents to an adjournment, or

- 38.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 38.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 38.4 When adjourning a general meeting, the chairman of the meeting must:
 - 38.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 38.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 38.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 38.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 38.5.2 containing the same information which such notice is required to contain.
- 38.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

38 Voting: general

- 39.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions to which members are subject, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 39.2 No member shall vote at any general meeting, either in person or by proxy, unless all monies presently payable by him to the Company have been paid.
- 39.3 In the case of joint members the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint members; and seniority shall be determined by the order in which the names of the members stand in the register of members.
- 39.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting 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.

39 Errors and disputes

- 40.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 40.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

40 Poll votes

- 41.1 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 41.2 A poll on a resolution may be demanded:
- 41.2.1 in advance of the general meeting where it is to be put to the vote, or
- 41.2.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.3 A poll may be demanded by:
- 41.3.1 the chairman of the meeting;
- 41.3.2 the directors;
- 41.3.3 two or more persons having the right to vote on the resolution; or
- 41.3.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 41.4 A demand for a poll may be withdrawn if:
- 41.4.1 the poll has not yet been taken, and
- 41.4.2 the chairman of the meeting consents to the withdrawal.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 41.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 41.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 41.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

41 **Content of proxy notices**

- 42.1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise different voting rights held by that member.
- 42.2 Proxies may only validly be appointed by a notice in writing (proxy notice) which:
- 42.2.1 states the name and address of the member appointing the proxy;

- 42.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- 42.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 42.2.4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:
 - 42.2.4.1 subject to Articles 42.2.4.2 and 42.2.4.3 in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - 42.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
 - 42.2.4.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,
 and a proxy notice which is not delivered and received in such manner shall be invalid.
- 42.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 42.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.
- 42.5 Unless a proxy notice indicates otherwise, it must be treated as:
 - 42.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 42.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

42 **Delivery of proxy notices**

- 43.1 Any notice of a general meeting must specify the address or addresses (proxy notification address) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 43.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person to a proxy notification address.
- 43.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 43.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:

- 43.4.1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
- 43.4.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four before the time appointed for the taking of the poll; or
- 43.4.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be valid.

- 43.5 In calculating the periods referred to in Article 42 (Content of proxy notices) and this Article 43, no account shall be taken of any part of a day that is not a working day.
- 43.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

43 **Representation of corporations at meetings**

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company (corporate representative). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

44 **Amendments to resolutions**

- 45.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 45.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 45.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 45.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 45.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 45.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 45.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

- 45 A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

PART 4

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

46 Means of communication to be used

- 47.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.
- 47.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 47.2.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;
- 47.2.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 47.2.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and
- 47.2.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- For the purposes of this Article 47.2, no account shall be taken of any part of a day that is not a working day.
- 47.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006.
- 47.4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 47.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight hours.
- 47.6 In the case of joint members, all notices or documents shall be given to the joint member whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint members. Where there are joint members, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint members. The agreement or specification of the joint member whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint member (s) whose name(s) stand later in the register.

ADMINISTRATIVE ARRANGEMENTS

47 Company seals

- 48.1 Any common seal may only be used by the authority of the directors.
- 48.2 The directors may decide by what means and in what form any common seal is to be used.

48.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature.

48.4 For the purposes of this Article, an authorised person is:

48.4.1 any director of the Company;

48.4.2 the Company secretary (if any); or

48.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

48 **No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

49 **Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

50 **Indemnity**

51.1 Subject to Article 51.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

51.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

51.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

51.1.1.2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

51.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 51.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

51.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

51.3 In this Article 51:

51.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

51.3.2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

51 Insurance

52.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

52.2 In this Article 52:

52.2.1 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006);

52.2.2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

52.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.