
**MEMORANDUM OF ASSOCIATION
OF
THE CENTRAL SCHOOL OF SPEECH AND DRAMA**

THE COMPANIES ACTS 1985 & 2006

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

MEMORANDUM OF ASSOCIATION

OF

THE CENTRAL SCHOOL OF SPEECH AND DRAMA

*** (amended by special resolution of the School on 31 March 2008 and approved
by the Privy Council Office on 14 August 2008)**

1. The name of the company is "THE CENTRAL SCHOOL OF SPEECH AND DRAMA"
("the School").
2. * The Registered Office of the School will be situated in England or Wales.
3. * The objects ("the Objects") for which the School is established are the
advancement of education and learning and to promote the knowledge, study
and practice of speech training and of dramatic art and (without prejudice to the
generality of the foregoing) in furtherance thereof:
 - 3.1 * to establish, carry on and conduct a School to be called the Central School of
Speech and Drama from premises in London and elsewhere (if applicable).
 - 3.2 to arrange and cause to be given, courses of instruction in speech training,
speech therapy and in dramatic art and other education areas.
4. * In furtherance of the above Objects but not further or for any other purpose
the School shall have the following powers (the "Powers"):-
 - 4.1 * to provide on such terms as the School shall think fit and to admit students to
facilities for instruction, study, training and research both full time and part time
having regard to the educational needs of the public;
 - 4.2 * to assess the performance of students by examinations and by other means.
 - 4.3 * to provide, upon such terms as the School shall think fit, such theatres, work
space, libraries, reading rooms, museums, laboratories and workshops, galleries,
club rooms, premises for theatre, music, sports, playing fields, refectories and
residential accommodation and such furniture, fixtures, apparatus, equipment,
books, publications and other things as are suitable or convenient for any
purposes of the School;

- 4.4 on the grounds of examination or study or research or other evidence of achievement or as a recognition of service to the School or as a mark of distinction and respect to grant to persons approved by the School such licences, certificates, credits, academic distinctions or awards as the School may think fit and to withhold or withdraw the same if the School shall consider that there are good grounds for such withholding or withdrawal;
- 4.5 * to participate as the School may think fit in arrangements made with any university or institute of higher or further education or with any other body having the appropriate powers whereby students of the School may become qualified to receive any academic qualifications of such body;
- 4.6 * to establish such relationships with other educational institutions or any other body as may be thought desirable or expedient, including the recognition of courses or parts of courses of such other universities and educational institutions or other bodies;
- 4.7 * to provide or cause to be provided accommodation and related facilities for staff and students;
- 4.8 * to establish subsidiary undertakings, companies and trusts, and to accept appointment as trustee, and to enter into joint ventures and partnerships, to subscribe, underwrite, purchase or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities in subsidiary undertakings of the School, joint ventures or partnerships or other companies for any purpose which may directly or indirectly further all or any of the Objects;
- 4.9 * to give indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on, any securities) undertaken on behalf of the School by any of the School's subsidiary undertakings, joint ventures, partnerships and other companies, organisations and associations whether incorporated or not for any purpose which may directly or indirectly further all or any of the Objects and Powers;
- 4.10 * to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to all or any of the Objects and to obtain from any such government or authority any rights, privileges, licences, contracts and concessions; and to carry out, exercise and comply with any such arrangements, rights, privileges, licences, contracts and concessions;
- 4.11 * to grant, lend or advance money or give credit to such persons or companies, organisations or associations whether incorporated or not, on such terms as may be thought fit, with or without security, and otherwise to assist any person or

company, organisations or associations for any purpose which may seem directly or indirectly to further all or any of the Objects and Powers;

- 4.12 * to solicit, receive and accept grants, financial assistance, donations, endowments, gifts (both inter vivos and testamentary) and loans of money, rents, hereditaments and other property whatsoever, real or personal, subject or not to any specific trusts or conditions;
- 4.13 * to borrow and raise money and secure or discharge any debt or obligation of or binding on the School in such manner as may be thought fit, and in particular, but without limiting the generality of the foregoing, by mortgages of or charges upon the undertaking and all or an of the real and personal property (present and future) of the School, or by the creation and issue of bonds, debentures, debenture stock or other obligations or securities of any description;
- 4.14 * to undertake, execute and perform any trust or conditions affecting any property of any description of the School whether acquired by gift or otherwise;
- 4.15 * to invest funds of the School not immediately required for its purposes in or upon such investments, securities or property as it may think fit in accordance with the School's investment policy from time to time, and subject also as provided by Clause 5 hereof;
- 4.16 * to employ and engage the services of such persons as are considered necessary for furthering the Objects to provide education services;
- 4.17 * to grant, continue and pay such salaries and pensions in respect of services as may from time to time be thought proper and to establish, maintain or contribute to contributory or non-contributory pension, life assurance or superannuation funds or arrangements for the benefit of, or provide donations, gratuities, pensions and allowances to persons employed or formerly employed by the School or any subsidiary undertaking of the School or their dependants and to make payment towards insurance of such persons, and to do any of these things either alone or in conjunction with or through any other company, trust or fund;
- 4.18 * to found or maintain fellowships, exhibitions, scholarships, bursaries, studentships and prizes and similar encouragements to academic work;
- 4.19 * to promote, arrange, organise and conduct seminars, conferences, lectures, classes and courses of study, instruction and training for persons whether or not being students of the School and to provide opportunities and facilities for persons to undertake study and research;

- 4.20 * to provide advisory services and centres for information for the use of the students or staff of the School or, upon such terms as the School shall think fit, for the use of the public or any classes or members of the public;
- 4.21 * to license, deal in, develop and in any way turn to account any processes, inventions, discoveries, patents, copyrights, designs, trademarks or written or other material in which the School or any student or member of the staff may have been involved and to apply for patents and copyrights and other protections in respect thereof;
- 4.22 * to prepare, edit, print, publish, issue, acquire, circulate and distribute scripts, books, papers, periodicals and other literary material, pictures, prints, photography, films, recordings, electronic documents and mechanical and other models and equipment and to establish, form, promote, conduct and maintain collections, displays and exhibitions of literature, statistics, information and other material of an educational nature;
- 4.23 * to acquire or cause to be acquired (whether by purchase, lease, exchange, hiring or otherwise) any real or personal property and any rights or privileges, and to enter into agreements and arrangements to secure the provision of the same, and to undertake or cause to be undertaken the development, construction, maintenance and alteration of any property, buildings or erections which the School may think necessary for, conducive or incidental to the furtherance of all or any of the Objects and Powers;
- 4.24 * to provide for the discipline of staff, students and other persons using any of the facilities of the School and to regulate such use in such manner as the School may think fit;
- 4.25 * to make and publish any regulations and procedures for the government and conduct of the School and its students, and to alter, amend, vary, add to or rescind any such regulations and procedures as from time to time may be deemed expedient;
- 4.26 * to prescribe, alter, vary or waive, fees, subscriptions and charges of all descriptions to be levied or made by the School;
- 4.27 * to manage, develop, sell, lease, let, mortgage, dispose of or otherwise deal with all or any part of any buildings which may be required for the promotion of the objects of the School;
- 4.28 * to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- 4.29 * to take such steps by personal or written appeals, public meetings, or otherwise as may from time to time be deemed expedient for the purposes of

procuring contributions in any form to the funds or property of the School; or to any funds or property of the School or property of which the School shall be the Manager or Trustee;

- 4.30 * to undertake and carry out the office or offices and duties of manager, agent or nominee of or for any person, company, corporation, association, scheme, trust fund, government, state, municipal or other body politic or corporate for any purpose which may seem directly or indirectly to further all or any of the Objects;
 - 4.31 * to accept payment in discharge or satisfaction of any debt, obligation or liability to the School in cash or in shares, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise or in any other securities, or in any combination of the above and generally on such terms as may be considered expedient;
 - 4.32 * to pay for any property, assets or rights acquired by the School and to discharge or satisfy any debt, obligation or liability of the School, either in case of any other securities which the School has power to issue or the provision of services or in any combination of the above and generally on such terms as may be considered expedient;
 - 4.33 * to pay all expenses, preliminary to or necessary for the formation of the School and its registration;
 - 4.34 * to raise funds (but not by means of taxable trading where taxable trading means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax);
 - 4.35 * to insure the Governors against the costs of a successful defence to a criminal prosecution brought against them as Governors or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Governors concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
 - 4.36 * to do all such lawful things as are necessary or advisable or thought fit for the attainment or furtherance of the Objects or any of them.
- 5.
- 5.1 * The income and property of the School, whensoever derived, shall be applied solely towards the promotion of the Objects and save as set out in clause 5.2 below no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the School and (subject as aforesaid) no Governor shall be appointed to any paid

office to the School and no remuneration or other benefit in money or money's worth shall be given by the School to any Governor.

5.2 * The provisions of clause 5.1 shall nevertheless be subject to the following exceptions: -

5.2.1 Governors may be reimbursed any out-of-pocket expenses incurred by them in connection with their attendance to any matter affecting the School and may benefit from insurance policies effected in relation to the Objects;

5.2.2 Governors and members of the School may consider and vote upon proposals for the School to insure the Governors and of the School against liabilities incurred by them arising out of their office and the School obtaining such insurance and paying the premiums;

5.2.3 Governors and members of the School may be paid interest at a reasonable rate per annum not exceeding 1 per cent less than the published base lending rate of the Barclays Bank plc;

5.2.4 Governors and members of the School may be paid a reasonable and proper rent for premises leased or let by them to the School;

5.2.5 Members of the School may be paid a reasonable and proper fee for goods and services provided by them to the School other than for acting as a Governor;

5.2.6 The Principal and members of staff and examiners of the School who are Governors may be paid all remuneration, fees and royalties to which they would be entitled if they were not Governors provided always that no such person shall be entitled to vote upon any resolution providing for payment of or relating to such remuneration or relating to the conditions of service of any such officer or servant of the School;

5.2.7 the Governors obtain the prior written approval of the Charity Commission; or

5.2.8 the payment is to any Governor in their capacity of a beneficiary of the School.

5.3 * The School and its Governors may only rely upon the authority provided by clause 5.2 if each of the following conditions is satisfied:

5.3.1 * the remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances;

- 5.3.2 * the Governor is absent from the part of any meeting at which there is discussion of:
 - 5.3.2.1 his employment or remuneration, or any matter concerning the contract; or
 - 5.3.2.2 his performance in the employment, or his or her performance of the contract; or
 - 5.3.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under clause 5.4; or
 - 5.3.2.4 any other matter relating to a payment or the conferring or any benefit permitted by clause 5.4;
- 5.3.3 * the Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting;
- 5.3.4 * the other Governors are satisfied that it is in the interests of the School to employ or to conduct with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against the disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest);
- 5.3.5 * the reason for their decision is recorded by the Governors in the minute book;
- 5.3.6 * a majority of the Governors then in office have received no such payments.
- 5.4 * The employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:
 - 5.4.1 a partner;
 - 5.4.2 an employee;
 - 5.4.3 a consultant;
 - 5.4.4 a Governor;
 - 5.4.5 a member; or

- 5.4.6 a shareholder, unless the Governor holds less than 1% of the issued capital.
6. * The members may amend the provisions of this Memorandum with such consents as may be required.
 7. The liability of the members is limited.
 8. * Every member of the School undertakes to contribute to the assets of the School in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the School contracted before he ceases to be a member and of the costs charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound Sterling.
 9. If upon the winding up or dissolution of the School there remains, after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the School, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the School under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the School at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable Objects.