

BAKEWELL ARTS FESTIVAL

Constitution

Objectives

- (i) To promote, maintain, improve and advance education by the encouragement of the Arts.
- (ii) To develop new and existing opportunities for residents and visitors to the area in order that they may experience the Arts through active and passive participation.
- (iii) To promote artistic excellence and offer the opportunity for innovation in the Arts.
- (iv) To contribute to economic development, tourism, environmental, educational and leisure opportunities in the district.
- (v) To enhance the quality of life for people living in, working in and visiting the area.
- (vi) To develop a cohesive network of arts organisations, agencies and groups throughout the area.
- (vii) To enhance access to the facilities and activities associated with the Arts in the district and surrounding area and to maximise the use of current capital facilities within the area.

To further these objectives but not otherwise Bakewell Arts Festival may exercise the following powers:

- (a) To present, promote, organise, provide, manage and produce such plays, ballets, operas, concerts, films, radio broadcasts, television performances, lectures, exhibitions and other literary, musical, dramatic and artistic entertainments, performances and exhibitions as are conducive to the promotion, maintenance and advancement of education or to the encouragement of the Arts and to formulate, prepare and establish schemes therefor.
- (b) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of Bakewell Arts Festival.

- (c) To raise funds and to invite and receive contributions: provided that in raising funds Bakewell Arts Festival shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations.
- (d) To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property.
- (e) Subject to Clause 5 below to employ such staff who shall not be directors of Bakewell Arts Festival (hereinafter referred to as ‘the trustees’), as are necessary for the proper pursuit of the objectives and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants.
- (f) To establish or support any charitable trusts, associations or institutions formed for all or any of the Objectives.
- (g) To cooperate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objectives or similar charitable purposes and to exchange information and advise with them.
- (h) To pay out of the funds of Bakewell Arts Festival the costs, charges and expenses of and incidental to the formation and registration of Bakewell Arts Festival.
- (i) To do all such other lawful things as are necessary for the achievement of the objectives.

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

- (1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by Bakewell Arts Festival to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (2) of reasonable and proper remuneration for any services rendered to Bakewell Arts Festival by any member, officer or servant of Bakewell Arts Festival who is not a trustee;

- (3) of interest on money lent by any member of Bakewell Arts Festival or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- (4) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (5) of reasonable and proper rent for premises demised or let by any member of Bakewell Arts Festival or a trustee;
- (6) to any trustee of reasonable out-of-pocket expenses.

- 6. The liability of the members is limited.
- 7. On incorporation every member of Bakewell Arts Festival undertakes to contribute such amount as may be required (not exceeding £10) to Bakewell Arts Festival's assets if it should be wound up while he or she is a member of within one year after he or she ceases to be a member, for payment of Bakewell Arts Festival's debts and liabilities contracted before he or she ceases to be a member, and of the cost, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 8. If Bakewell Arts Festival is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the organisation, but shall be given or transferred to some other charity or charities having objectives similar to the objectives which prohibits the distribution of its or their income an property to an extent at least a great as imposed on the charity by Clause 5 above, chosen by the members of BAF at or before the time of dissolution and if that cannot be done then to some other charitable object.

For the management committee:

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Janette Hockley-Webster, 1 Castle Street, Bakewell, Derbyshire DE45 1DU

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Susan Caroline Elizabeth Stones, 1 Riverside Cottages, New Lumford, Bakewell Derbyshire DE45 1GL

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Wendy Schlecht, Bridgeway, Bridge Street, Bakewell, Derbyshire DE45 1DS

Dated 20 December 1998