



Starting a performing arts company Some business & legal basics from the Independent Theatre Council

Written by ITC




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About ITC

Good art thrives on good management: About the Independent Theatre Council

The Independent Theatre Council (“ITC”) is a management association and industry lead body for performing arts organisations and individuals working in the field of drama, dance, opera and music theatre, mime and physical theatre, circus, puppetry, street arts and mixed media. ITC members are based throughout the UK and work extensively both nationally and across the world, producing some of the best new work in the performing arts today.

ITC’s mission is to facilitate the creation of excellent professional performing arts by supporting, developing, and representing the people who manage and produce it.

ITC membership is for organisations of all sizes and stages of development. Our network has a national reach and supports venues, companies and individuals. ITC welcomes all theatre professionals who support our values.

Values: ITC believes that the performing arts:

- Have the power and potential to change lives - being a vehicle for social, emotional and intellectual development
- Must be available and accessible to the ‘many’ not just the ‘few’
- Succeed most effectively when people are put before profit
- Thrive on excellent, entrepreneurial management

ITC Services for members include:

- Advice on legal, management and financial topics, including: copyright, employment law, contracts, tax, and organisation structure.
- Representing the performing arts sector & raising its profile with policy makers.

- Professional development opportunities including in-house and on-line courses.
- National and regional networking events and conferences.
- A library of resources on our website, including legal and financial essentials.
- Help with not-for-profit company formation and charity status applications
- Discounted insurance packages from specialist brokers *Performers Insurance*
- An industry pension scheme from *First Act*
- Sample contracts and nationally negotiated contracts for performers, administrators and creative contributors.

About the author: Jackie Elliman

This guide is based on a training session for Graeae given by Jackie Elliman, ITC’s Legal & Industrial Relations Manager. Jackie has worked for a range of performing arts organisations, from street arts to the West End. She has also worked for UKTheatre/SOLT and for Equity and for eight years ran her own business providing arts administration, marketing and events organisations services. Jackie has a Drama Degree from Manchester University and studied Law at the College of Law. She is also a qualified mediator and arbitrator.



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Forming a company and becoming a charity

What is the point of having a legal structure?

- Gives your organisation a legal identity
- Enhances credibility
- Can provide a framework for running the organisation
- Funding bodies/venues often prefer to deal with a company rather than an individual.

Ways of working without a company structure

Sole Trader: This is the formal term for freelancers. Sole traders enter into all contracts personally and are liable for their own tax and NI arrangements.

Partnership: One partner issuing or signing a contract binds all the other partners, so any partner can be sued for a partnership's debts. Partners are treated as individuals for tax and NI.

Unincorporated Association: Has a constitution and a board but not "limited liability". So if an individual enters into a contract on behalf of the association they are bound to honour it individually. This structure is often used for clubs etc where there is little trading; unincorporated associations can be charities.

Limited Liability Structures

A Company is a legal entity in its own right so the Company, not the individuals who run it, enters into contracts, employs people, incurs debts etc. Limited Liability means that, if the Company collapses, the Directors are not personally liable for its debts, unless there has been negligent or wrongful trading. Incorporation as a company with Limited Liability means that the organisation's contact details, accounts and board membership become public knowledge. A company is traceable and must be transparent. This offers a degree of security for funders, venues and others with whom you enter into contracts.

Company Limited by Shares: This is the usual company structure in most sectors, the company is capitalised by investors who purchase "shares" in the company and share the company's profits in proportion to their share capital.

Company Limited by Guarantee: Most arts organisations become Companies Limited by Guarantee, a structure that allows them to be non-profit distributing, which is something most funders require. A Company Limited by Guarantee is composed of: -

- Members: Provide nominal capital by guaranteeing £1 if the company goes under. The Members effectively "own" the Company.
- Directors: Run the Company on behalf of the Members
- Staff: To whom the Board delegates the day to day running of the Company

Community Interest Company: A limited company structure that has social benefit purposes, CICs may be better placed to attract funds than other non-charitable companies but they cannot have charitable status.

Charitable Incorporated Organisation: This is a limited liability charity structure, organisations register only with the Charity Commission/OSCR and have charitable status.

Charitable status

Charitable status is not a formal organisation structure; it is a special status that conveys certain tax benefits.

Benefits: Better access to funding; Tax exempt gifts; some exemption from Corporation Tax, Business Rates & Stamp Duty; Credibility.

Disadvantages: Can't usually employ Directors; Limitations on Trading; Restrictions on Political Activity.

Sources of Help

ITC Incorporation & Charitable Status Registration Service: ITC helps member organisations become limited companies and/or registered charities.

Contact Jackie Elliman: j.elliman@itc-arts.org or 020 7089 6823

Useful websites

Companies House	www.gov.uk/government/organisations/companies-house
Charity Commission	www.gov.uk/government/organisations/charity-commission
Office of the Scottish Charity Regulator (OSCR)	www.oscr.org.uk
Charity Commission for Northern Ireland	www.charitycommissionni.org.uk

Finance, accounts and budgeting

Not many people go into the arts to do bookkeeping BUT it is essential to keep on top of your organisation's finances. The main reason companies stop working is financial problems.

Plan your finances as you plan everything else. Well-kept accounting records are also a very useful way of monitoring whether your organisation is performing to plan or not.

Do -

- Decide who is responsible for finance & give them training if necessary
- Work out a budget before you undertake any project
- Be realistic on your income and expenditure targets
- Involve all the people who will spend money on the project (i.e. artistic director, set builder) and make sure that they understand and will work within the budget limits.
- Include a contingency in the budget; usually 10-15% of expenditure
- Keep records of income and expenditure (including orders) on a frequent, regular basis
- Keep ALL receipts
- Analyse expenditure in line with budget headings at least every ten days when in production; otherwise monthly.

Don't -

- Leave finance until last - keep on top of it; it's less of a chore. Make sure you anticipate financial problems rather than discover you're in the middle of one.
- Reimburse anyone who doesn't have a receipt.

Some suggested budget headings -

INCOME

Earned: Fees from venues; Box Office from live performances/streaming
Sponsorship; Programme/Merchandising Sales; Donations

Public Funding: Arts Council, Local Authorities etc

EXPENDITURE

Production Costs: Set, Costume & Props; Performers fees for rehearsals;
Hire of Equipment; Hire of Rehearsal Rooms

Performance Costs: Performers Fees; Travel (e.g. petrol, van hire, tickets);
Creatives fees and royalties; Accommodation, meal allowances;
Venue hire; Marketing.

Office Costs: Staff wages/fees; Rent & rates; Insurance; Heat & light
Telephone; Computers - purchase and maintenance
Finance: Bank charges, accountant/auditors
Contingency: 10% -15%

ITC Finance Courses

Financial Management; Finance Explained; Tax, NI VAT & Pensions.

Funding and fundraising

The main sources of funding are: Public, Business Sponsorship, Trusts and Foundations and from private means. We've listed the some of the main sources here for you.

Public Funding:

Department Of Culture, Media And Sport: It does not offer grants directly to arts organisations but funds Arts Council England, the Crafts Council and other grant distributing bodies.

DCMS: www.culture.gov.uk

Arts Council England: Publishes a range of guides to grants on its website or contact head office or the regional offices as below:

ACE: www.artscouncil.org.uk

Creative Scotland: Grants information is available via the Creative Scotland website.

Creative Scotland: www.creativescotland.org.uk

Arts Council of Wales: Contact the Arts Council of Wales for grant information.

ACW: www.arts.wales

Arts Council of Northern Ireland: Contact the Awards Department for details of awards available.

ACNI: www.artscouncil-ni.org

Local Authorities: Structures differ enormously, each Authority will have its own Public Relations or Information section that will give information on how to apply.

The Lottery: Each Arts Council has at least two streams of Lottery funding, for capital projects and for revenue projects. Capital projects are specifically aimed at funding projects such as new buildings, improving existing buildings, buying equipment, commissioning works of public art. Revenue Lottery funds vary depending on the country but broadly follow the principles, set by Government: i.e. to provide opportunities for the creation of new work, education, to reach new audiences, and to increase access to the arts. You should contact the appropriate Arts Council funding department for relevant guidelines

Big Lottery Fund - The Big Lottery Fund distributes Lottery grants for health, education and environment initiatives, including the Awards for All programme. It will consider applications from arts organisations that are working in these areas. Application lines are open all the time. For information or application packs call 0345 410 2030 or website is www.biglotteryfund.org.uk

The National Endowment for Science, Technology and the Arts (NESTA)

NESTA was established in 1998 to support and promote talent, innovation and creativity in the fields of science, technology and the arts.

NESTA: www.nesta.org.uk

Other Sources of Public Funding

Other Government Departments or Quangos: If the company's subject material is suitable, funding may be available from other departments, such as the English Tourist Board or the Department of Environment.

If your work is for schools or youth clubs then contact your Local Education Authority - they may have a Drama Advisor or Youth Services section. If you are working with people with special needs, try your Social Services or Regional Health Authority.

If you have a track record and wish to tour abroad you should consider the British Council, which works with arts organisations to help update international perceptions of Britain, create international partnerships and forge long-term cultural links. The website has links to other European and Commonwealth Cultural departments

The British Council: www.britishcouncil.org

Business Sponsorship and Support from Industry

Sponsorship is funding for the purpose of promoting a business's name, products or services. It is a commercial deal not a philanthropic gift. Sponsorship is usually one-off funding, rather than regular support. It is only likely to be worth pursuing if your project is high-profile or you have your own contacts.

Businesses are also involved in corporate giving, from their charities or community budgets. The larger firms provide glossy brochures on what they will consider funding. If you don't get sponsorship, help in kind or the secondment of staff may be possible.

Trusts and Foundations

As with businesses, research is needed on who gives to what - the key word here is target. Most Trusts and Foundations will want you to have charitable status and objectives in order to give money. Some Key Arts Trusts -

Paul Hamlyn Foundation www.phf.org.uk

The Prince's Youth Business Trust www.princes-trust.org.uk

The Baring Foundation www.baringfoundation.org.uk

Esmee Fairbairn Charitable Trust www.esmeefairbairn.org.uk

The Rayne Foundation www.raynefoundation.org.uk

IIC Courses: Effective Fundraising

Contracts

What is a contract?

- A contract is an agreement that legally binds the parties.
- Mutuality and exchange form the core of any contract.

What is needed for a contract to exist?

To be sure agreement has been reached - you should always have the following elements:

Offer: The first stage in making a contract is the offer, n.b:

- An offer can be withdrawn by the person making it at any time before it is accepted and there will be no contract.
- If an offer is rejected by the person to whom it was made there will be no contract.
- The person to whom the offer was made can make a different offer, rather than accepting or rejecting the original offer. This is a counter-offer and means the original offer can be withdrawn.
- An offer can lapse after a stated period of time or expire through the death or incapacity of either party.

Acceptance

“Consideration”: There must be an exchange: money or something else of value. The exchange needs to involve benefit on one side and giving something up on the other. A theatre ticket purchaser pays money and the seller provides the entertainment. The purchaser gains entertainment and loses money; the seller gains money and has to provide the show.

Mutual Intention: Both parties must intend to create an agreement that is legally binding and there must be agreement on the terms and conditions.

What should a contract contain?

When you are drafting a contract check you have covered the following -

Introduction: The parties to contract, the date of agreement.

Exchange: What, how much?

Terms & Conditions: How, where, when?

Ways out: What will happen if something goes wrong?

When is a contract concluded?

By agreement: It may have been made for a fixed term or have a notice period to terminate. It may conclude when a specific act has been performed (e.g: a theatre ticket is no longer binding after the performance date).

Breach: If either party does not fulfil their obligations this will be a breach of contract.

Frustration: A Contract can be frustrated by events that are beyond the control of the parties to the contract e.g: the cancellation of a performance due to electrical failure.

Who are you likely to have contracts with?

Workers: ITC has negotiated Collective Agreements with minimum Terms and Conditions for Performers, Stage Managers, Designers, Directors, Writers and Administrators.

Venues/Companies: You should always be clear where any booking between a venue and company has reached the point where it is a binding contract (and confirm it in writing straight away). It will not have reached that stage if it is -

- **Conditional:** If a contract is dependent on a condition, it will only come into being when the condition has been satisfied.
- **A pencil booking:** This is a convention of the industry, you should be certain before you put the phone down that you both have the same interpretation of a pencil booking and be clear who will be informing whom if you want to abandon this booking or turn it into a contract. Always confirm in writing.

Co-Producers: It is always wise to record exactly how a co-production is going to be managed, decisions that will need to be recorded may include:

- Production dates.
- Who is responsible for contracting performers, staff etc.
- Responsibility for marketing.
- Responsibility for running a tour.
- How income and expenditure will be split.
- Copyright issues.

Suppliers: Suppliers often issue their own standard contract, check this carefully for clauses that try to exclude liability for damage or faulty goods.

Customers: Your contract with your main customers - the audience. In order to obtain the product they pay an agreed sum and agree to be at a specified place on a certain date at a certain time. Customers' rights are protected by the Sale of Goods Act 1979 (and more frequently in the case of an arts event the Supply of Goods & Services Act 1982).

Funders and Sponsors:

The main conditions for funding will be concerned with

- How much is to be paid.
- When it is to be paid.
- What the funder will receive in return for the funding - use of funder's logo, wording of acknowledgements, provision of free tickets, hospitality.
- Public Funders will invariably have their own standard terms and conditions.
- Commercial Sponsors may have their own contract. If not make sure you issue one, including a schedule of when payments are to be made.

ITC Courses

- Negotiations & Contracts
- Creating Contracts for Employees and Freelancers

Employment Law

Equal Opportunities: Statute prevents discrimination on grounds of the following “protected characteristics” -

- Age
- Disability
- Gender reassignment
- Marriage & civil partnership
- Pregnancy & maternity
- Race
- Religion or belief
- Sex
- Sexual orientation

Think about and draw up an Equal Opportunities Policy relating specifically to your company. Consider all the issues involved including -

- Recruitment procedures/casting
- Access
- Terms & conditions of employment

Police Checks: If you are working with children or adults in what is defined as “regulated activity” it is likely that your employees will need a Police Check, this is done by the Disclosure & Barring Service in England and Wales, by Disclosure Scotland or by AccessNI in Northern Ireland.

Permission to Work in the UK: It is a criminal offence to engage someone who does not have right both to stay and to work in the UK, this now includes workers from the EU. There is [official guidance on document checking](#) to ensure people have the right to work in the UK.

Contracting employees: There are [certain terms and conditions that must be included in employee and worker contracts](#) (or issued as a “written statement”) and these must have been issued by the date of the employee starting work with you.

Freelances: Should have a contract stating the length of their engagement, the work they have been engaged to do, the amount to be paid and how and when payment is to be made. Inland Revenue online status checker (<https://www.gov.uk/guidance/check-employment-status-for-tax>) can help you decide who is a freelance.

Working Time Regulations: These restrict the time employees can work to 48 hours a week.

They also provide for rest i.e:

- 11 consecutive hours in every 24
- 24 uninterrupted hours in each 7 days
- 20 minutes break where a day is over 6 hours
- 4 weeks annual paid leave (statutory leave in the UK is now 5.6 weeks)

Under 18 year olds’ hours are more restricted, they cannot work more than 40 hours per week/more than 8 hours in a day/between 10pm-6am or 11pm-7 am. Where workers have complete control over their hours, e.g: artistic director, the regulations need not apply. Breach generally dealt with as Health & Safety issue.

Time Off: Employees are entitled to [paid holiday](#), [sick pay](#) and to [time off \(sometimes paid\) where they or their partners are having children \(birth or adoption\) or have lost a child.](#)

Data Protection: The Data Protection Act aims to protect data about individuals, especially “sensitive personal data” e.g: information about health and finances. This is often collected as part of routine recruitment and employment processes and should be stored with care. There is a Code on Data at work ([on the Information Commissioner’s website](#)).

Health & Safety: You have the responsibility for ensuring that staff and attenders are in a safe environment and are using safe working practices. We recommend that you ensure that at least one member of your company is trained in this area and designated as Health & Safety Officer. Whilst you do not need a written Health & Safety Policy until you have over 14 people in your organisation we recommend that you do write one since it is a good way to ensure good practice. You should also obtain and display the “Health & Safety Law – What you need to know” poster. Key areas are:

- **Management:** Assess risks, ensure necessary preventative measures are taken.
- **Work Equipment:** Must be suitable and maintained in good working. Adequate information, instructions and training must be given to those using it.
- **Noise at Work**
- **Manual Handling**
- **Hazardous Substances**
- **Workplace (Health, Safety & Welfare)**
- **Working at Heights**
- **Slipping & Tripping**

Insurance: You should have Employer’s Liability cover, whether your workers are paid or not, and display a certificate at your place of work (or in the van if you are on tour). Public Liability cover and contents cover.

Tax & National Insurance: If you are employing people you must register for collection of tax and National Insurance. It is the employer’s responsibility to deduct tax unless the employee can provide proof of freelance status or is a performer. You must keep records and provide employees with wage slips.

Useful websites

ACAS:	www.acas.org.uk
Commission for Equality & Human Rights:	www.equalityhumanrights.com
Disclosure & Barring Service:	www.gov.uk/dbs
Disclosure Scotland:	www.disclosurescotland.co.uk
Family Friendly Leave:	www.gov.uk/browse/employing-people/time-off
Sick Pay:	www.gov.uk/statutory-sick-pay-employee-fitness-to-work
Data Protection:	https://ico.org.uk
Health & Safety Executive:	www.hse.gov.uk
Tax & National Insurance:	www.gov.uk/government/organisations/hm-revenue-customs

Legal Aspects of Marketing

Data Protection: Lists are generally vital to marketing, they contain personal data so you must be sure that you deal with them in line with Data Protection law -

- **Collecting Data:** Data should be obtained fairly and should be processed fairly and lawfully. Customers should always be made aware that their personal details are being recorded. They should know who will be holding their data, what the data will be used for e.g: marketing, fundraising etc. They should agree if it may be passed on to others and know what sort of organisations these are, e.g: arts or business. This information should be part of all transactions (check repeat customers as well as new) - personal, phone, email or written.
- **Buying or Sharing Data:** If you use other organisations' data you need to be certain that they obtained the data legally and that all their Data Subjects have agreed to this use of their personal data.
- **Selling or Sharing Data:** If you let another organisation have access to personal data you hold you must be sure that all Data Subjects have consented to this use.
- **List cleaning:** Data should be accurate and should not be kept longer than is necessary. Keep note of when data was obtained/updated and clean lists regularly. Entries that might not be up to date should be deleted, not kept "just in case".
- **Data subjects rights:** Data subjects have the right to request to see the data you hold on them and the right to ask to be "forgotten".

Advertising:

Legislation includes -

- Trade Descriptions Act 1968: prohibits mis-description of goods/services, prosecution by trading standards officers of a local authority
- Control of Misleading Adverts Regulations 1988
- Consumer Protection Act 1987: Must not mislead consumers on prices
- Control of Misleading Ads (Amendment) Regs 2000: Controls "comparative advertising".

The Advertising Standards Authority -

- Monitors compliance with British Codes of Advertising & Sales Promotion.
- Advertising should be Legal, Decent, Honest and Truthful.
- The ASA's Committee of Advertising Practice has rules for advertising of ticket pricing for stage productions.

Defamation: Words in a permanent form (i.e: the script) and words spoken in a theatre production have the potential to be libellous, the basic questions to consider are:-

- does the statement lower the claimant in the estimation of right-thinking people?
- does the statement tend to expose the claimant to hatred, contempt or ridicule?
- does the statement tend to cause others to shun or avoid the claimant?
- Is it clear that the words refer to the claimant...it need not be by name

Obscenity: When judging the likelihood of a prosecution for obscenity consider -

- If the work taken as a whole (not just extract) would tend to deprave & corrupt (not merely shock).
- What sort of people are likely to be depraved/corrupted by the work - are these your target audience (if so think again!)

Blasphemy & religious hatred: Blasphemy is rare, however, the Racial and Religious Hatred Act 2006, created a new criminal offence of stirring up hatred against a person on the grounds of their religion. It has to be shown that there was intention to stir up religious hatred. If a company is found guilty and “it is shown that the offence was committed with the consent or connivance of a director, manager, secretary or other similar officer” both the company and the individual will be guilty. There is specific reference to public performances of plays; anyone who “presents or directs the performance” may be found guilty.

Copyright: Work for publicity and marketing purposes - production photos and copy for posters, adverts and direct mail letters - will often be Copyright. Always make sure you have the owner’s permission for all uses you need. Always credit photographers.

Intellectual Property

What does copyright mean?

Intellectual Property Law makes it possible to own products of the mind and prevents their use without permission. Copyright is the right to copy Literary, Dramatic, Musical or Artistic work. Under the Copyright, Designs & Patents Act (CDPA) 1988 only the Owner (or someone authorised by the Owner) may do this. "Copying" of work is defined as -

- Copying
- Distributing
- Renting or lending
- Performing, showing or playing a work in public
- Broadcasting or including a work in a cable programme service
- Adapting a copyright work

Copyright comes into being automatically, however -

- There must be originality = skill and effort. An adaptation or re-arrangement of another work can be original for Copyright purposes.
- The work must have been recorded, dramatic works (particularly dance or mime) and musical works may be recorded mechanically e.g: on film, video or disc.

How long does copyright last?

Copyright lasts for 70 years from the end of the year of the Author's death (except cable and broadcast, which last 50 years and typographical arrangements, which last 25.)

How do I get to use the work?

Permission: The Copyright Owner can grant permission for his/her work to be used. This permission may be given by Assignment or by Licence:-

- **Assignment:** Assignment means that the Owner sells all or part of the Copyright, giving up their own rights. An assignment of Copyright must be made in writing to be valid.
- **Licensing:** A licence permits the licensee to perform agreed restricted acts, but the Owner continues to retain all their rights in the work as well. It is possible to licence many people to use Copyright in the same work simultaneously or to grant an "exclusive licence" to one licensee. Licences do not have to be in writing unless they are exclusive - but, as with all business arrangements, a written record is always best.

Exceptions: There are a few occasions where it is not necessary to have permission to use a Copyright work, they are unlikely to apply when producing a show.

Fair dealing exceptions: Allow limited use of Copyright material for -

- Private research and study.
- Criticism and review.
- Reporting current events.
- Educational use: Be cautious, this is unlikely to mean that if you are doing a schools production you can ignore all Copyright elements in the work, it probably will mean that you do not have to clear rights for, for instance, use of pictures in a schools pack.
- Incidental inclusion: This means, for instance, a situation where filming of a passing car with its radio playing Copyright music or shows a poster that is Copyright work.

What happens if I use a work without ownership or permission?

- Anyone who does one of the restricted acts without the Owner's authorisation can be sued for Copyright infringement. It is not necessary for the Copyright owner to prove that the infringer was aware of the Copyright, it is even possible to infringe Copyright subconsciously. The Copyright owner's rights are not limited by the amount of work used, thus so long as a 'substantial part' of the work has been, for example, copied or broadcast this will constitute an infringement of the work. A substantial part is assessed qualitatively and could be a very small part of the work if that part was sufficiently distinctive. Parody can fall into this category; it can be "substantial" if it is immediately recognisable.
- Remedies available to a wronged Copyright Owner include issuing injunctions to stop acts that are breaching Copyright, seizing goods that breach Copyright (e.g: merchandising, bootleg recordings), taking the infringer to Court for Damages.

Organisations & Websites

Music Licensing: www.pplprs.co.uk

British Copyright Council: www.britishcopyright.org.uk

Intellectual Property Office: www.gov.uk/government/organisations/intellectual-property-office

World International Property Organisation: www.wipo.org

Action Plan

The very practice of drawing up an action plan forces you to schedule time and tasks. Draw together your action ideas and commit yourself to a date to by when you intend to have done them.

Action	By when
1	
2	
3	
4	
5	
6	
7	

Getting in touch

Graeae

Find out more info about Beyond visit: www.graeae.org/our-work/beyond/

To get in touch with us visit: www.graeae.org/contact

ITC

ITC is based at The Albany, Douglas Way, London SE8 4AG

To find out more about ITC visit: <https://www.itc-arts.org/>

T: 0207 403 1727

Email: admin@itc-arts.org



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