

Company No: 00527227

THE COMPANIES ACT 1948

COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
of
SOCIETY OF LONDON THEATRE**

Adopted by special resolution passed on 23 November 2022

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THE COMPANIES ACT 1948
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
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SOCIETY OF LONDON THEATRE
(the “Company”)

(adopted by special resolution passed on 23 November 2022)

1. INTERPRETATION

1.1 In these Articles unless the context indicates another meaning:

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| "address" | means a postal address or, for the purposes of electronic communication, an e-mail or postal address or a telephone number for receiving text messages or any other contact details for the purpose of communicating by electronic means in each case registered with the Company; |
| “Affiliate” | means a full member of UK Theatre which has a London postcode and which employs an Affiliate Member; and an Affiliate Member is “associated” with the Affiliate which employs them and vice versa; |
| “AGM” | means an annual general meeting of the Company; |
| “the Articles” | means the Company's Articles of Association; |
| “associated” | refers to the relationship between a Member and an Affiliate, Recognised Organisation or Related Organisation (as described in the definitions of those terms); |
| “Board of Management” | means all the Directors from time to time; |
| “clear days” | in relation to the period of a notice means a period of calendar days (inclusive of weekends and both public and bank holidays) excluding: <ul style="list-style-type: none">(a) the day when the notice is given or deemed to be given; and(b) 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 the Companies Act 2006) insofar as they apply to the Company; |

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| “the Directors” | means the directors of the Company from time to time; |
| “document” | includes, unless otherwise specified, any document sent or supplied in electronic form; |
| “Elected Director” | Means any directors appointed or elected to the Board of Management in accordance with Articles 7.2 to 7.8 (inclusive); |
| “electronic form” and “electronic means” | have the meaning given in section 1168 of the Companies Act 2006 (including any statutory modification or re-enactment thereof for the time being); |
| “employment relations matter” | means a matter concerning any of the Company’s collective agreements or relationships with a trade union; |
| “financial matter” | means a matter concerning the Company’s finances (including, without limitation, budgets, sources of income or funding, financial arrangements with third parties, subscriptions, performance levies, service charges, advertising fees, ticketing commission and any other charges made to Members by the Company); |
| “insolvent” | means a situation where: <ul style="list-style-type: none"> (a) a Member has a bankruptcy order made against them; (b) a Member has a receiver or manager appointed in respect of them or their assets; (c) a Member makes any voluntary arrangement or composition with their creditors generally or otherwise; (d) a Member is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (e) any Theatrical Organisation: <ul style="list-style-type: none"> (i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; |

- (ii) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than for the purpose of a solvent amalgamation or a solvent reconstruction);
- (iii) is the subject of a petition, a notice, a resolution, or order, for or in connection with a winding up (other than for the purpose of a solvent amalgamation or a solvent reconstruction);
- (iv) is the subject of an application or an order for the appointment of an administrator, or a notice of intention to appoint an administrator or an administrator, administrative receiver, receiver or manager is appointed over any of its assets or undertaking (or any person becomes entitled to appoint an administrative receiver, receiver or manager over any of its assets or undertaking); or
- (v) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (i) to (iv) above;

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| “Member” | means those persons listed in the Company’s Register of Members; |
| “ordinary resolution” | means a resolution agreed by a simple majority of the Members present and voting in person or by proxy at a general meeting or, in the case of a written resolution, by Members who together hold a simple majority of the voting rights in the Company; |
| “President” | means the individual elected president of the Company from time to time in accordance with Article 14; |
| “producers” | includes co-producers, but does not include those credited as producers but who have no active involvement in the day-to-day producing of the production, and “produce” and “producing” will be construed accordingly; |
| “Recognised Organisation” | means any entity which is for the time being on a list of Recognised Organisations maintained and amended from time to time by the Board of Management; and an Organisational Member is “associated” with the |

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| | Recognised Organisation which employs them and vice versa; |
| “Related Organisation” | <p>means any legal entity involved in theatre ownership or theatrical management or production:</p> <p>(a) through which a Member operates: or</p> <p>(b) over which a Member has control.</p> <p>For the purposes of this definition, a Member has control of a legal entity if they, alone or jointly with one or more other Members, own (directly or indirectly) 50% or more of the issued share capital of such entity or have the direct or indirect possession of the power to direct or cause the direction of the general management of the entity (whether through the ownership of voting securities, by board appointment, by contract or otherwise); for this purpose shares or securities owned by a Member’s spouse, civil partner, child or parents are to be regarded as owned by that Member; and any such Member is “associated” with any legal entity which is in relation to them a Related Organisation and vice versa;</p> |
| “special resolution” | means a resolution agreed by at least 75% of the Members present and voting in person or by proxy at a general meeting or, in the case of a written resolution, by Members who together hold at least 75% of the voting rights in the Company; |
| “Terms and Conditions of Membership” | means the Company’s terms and conditions of membership as amended from time to time; |
| “Theatrical Organisation” | means any legal entity which is an Affiliate, Recognised Organisation or Related Organisation; |
| “UK Theatre” | means UK Theatre Association, registered with company number 00323204; |
| “the United Kingdom” | means Great Britain and Northern Ireland; |
| “Vice-President” | means the vice-president of the Company from time to time appointed in accordance with Article 14; |
| “year” | means calendar year; and |
| “writing” or “written” | means written, printed or lithographed, represented or reproduced using any other modes of representing or reproducing words in a visible form, including in electronic form or any combination of those forms. |

1.2 The Articles are to be interpreted without reference to the model articles under the Companies Act 2006, which do not apply to the Company.

- 1.3 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.4 Words or expressions contained in the Articles and not otherwise defined which are defined in the Companies Acts (but excluding any statutory modification not in force when these Articles become binding on the Company) shall have the same meaning.
- 1.5 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

2. **OBJECTS**

- 2.1 The Company's objects ("**Objects**") are to foster, assist (whether financially or otherwise), encourage and expand the activities of the Company so as to enable proprietors, lessees, licensees, tenants and managers of London theatres and other performing arts venues and all proprietors and managers of producing companies producing plays and other performing arts, or those interested in the theatrical profession or business to be in touch with one another and to facilitate concerted action in any matter generally connected with the welfare or the carrying on of their theatres, venues, profession or business.
- 2.2 The activities of the Company include (without limitation) the provision of an efficient and effective service offering legal, general and employment relations advice, making representations to authorities on behalf of Members, facilitating concerted action when appropriate and promoting theatregoing to the widest possible audience.

3. **APPLICATION OF INCOME AND PROPERTY**

- 3.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member, provided that nothing in the Articles shall prevent any payment in good faith by the Company:
 - (a) of reasonable and proper remuneration to any Member, officer or employee of the Company (who is not a Director) or to any Theatrical Organisation for any goods supplied or services rendered to the Company;
 - (b) of reasonable and proper remuneration to any Director for any services rendered to the Company (including services rendered in the capacity of a Director) or goods supplied to the Company as may be agreed by the Board from time to time;
 - (c) to any Director, Member, officer or employee of the Company in reimbursement of out-of-pocket expenses;
 - (d) of reasonable and proper remuneration to any other entity in which any Director, Member, officer or employee of the Company has a direct or indirect interest for any goods supplied or services rendered to the Company;
 - (e) of interest on money lent to the Company at a reasonable and proper rate by any Member, Theatrical Organisation, Director or entity in which a Member has a direct or indirect interest; or

- (f) of reasonable and proper rent for premises let to the Company by any Member, Theatrical Organisation, Director or entity in which a Member has a direct or indirect interest.

3.2 Directors shall not be appointed to any salaried office of the Company.

4. **LIABILITY OF MEMBERS**

4.1 The liability of each Member for:

- (a) the payment of the Company's debts and liabilities contracted before they cease to be a Member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) the adjustment of the rights of the contributories among themselves,

is limited to £1, (being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within 12 months after they cease to be a Member).

5. **MEMBERS**

5.1 The Company must maintain a register of Members (the "**Register of Members**").

5.2 Subject to Article 5.3, any individual who is involved in theatre ownership, and/or theatrical management and/or production in London is eligible for membership of the Company.

5.3 Notwithstanding Article 5.2, unless otherwise set out in the Terms and Conditions of Membership, an individual shall not be eligible for membership as an Associate Member if they have previously been a Member.

5.4 Any prospective Member must comply with the application process as decided by the Board of Management from time to time and agrees to comply with the Terms and Conditions of Membership.

5.5 The membership of the Company at the date of adoption of these Articles includes the following classes:

- (a) "**Deposit Members**" – meaning those Members who are not Organisational, Associate or Affiliate Members, and who are required to place deposits with The Theatre Council;
- (b) "**Full Members**" – meaning those Members who are not Organisational, Associate or Affiliate Members, and who are not, subject to Article 5.6, required to place deposits with The Theatre Council;
- (c) "**Organisational Members**" – meaning those Members who are not Full, Deposit, Associate or Affiliate Members, and who are senior executives employed by an organisation listed on the Company's list of Recognised Organisations, such list to be maintained and amended from time to time by the Board of Management;

- (d) **“Affiliate Members”** – meaning those Members who are not Full, Deposit, Associate or Organisational Members, and who are senior executives employed by a full member of UK Theatre which has a London postcode;
 - (e) **“Associate Members”** – meaning those Members who:
 - (i) are not Full, Deposit, Organisational or Affiliate Members;
 - (ii) are either (1) producers or (2) work for a Theatrical Organisation (or both); and
 - (iii) have demonstrated in the application and interview process described in Article 5.14 their potential to become future theatre industry leaders; and
 - (f) **“Honorary Members”** – meaning those Members elected as honorary members in accordance with Article 18.1.
- 5.6 Once a Deposit Member or Associate Member has placed deposits with The Theatre Council for four productions (**“Minimum Deposits”**), they may apply to become a Full Member. Any deposits placed with The Theatre Council by an Associate Member who subsequently becomes a Deposit Member shall be counted towards the Minimum Deposits.
- 5.7 A Full Member is not required to place deposits with The Theatre Council unless they are in their first five years of membership following being a Deposit Member or (in the case of an Associate Member who becomes a Full Member immediately following termination of their Associate membership without first becoming a Deposit Member) an Associate Member and, in each case, they are producing more than two productions concurrently.
- 5.8 An Organisational, Affiliate or Associate Member is required to place a deposit with The Theatre Council in respect of any production which they, or any Related Organisation with which they are associated, produce(s) independently of the organisation by which they are employed.
- 5.9 An Honorary Member who was not a Full Member immediately prior to becoming an Honorary Member is required to place a deposit with The Theatre Council in respect of any production which they, or any Related Organisation with which they are associated, produce(s).
- 5.10 For the purposes of Articles 5.5 to 5.9 (inclusive), a deposit may be placed with The Theatre Council by the Member themselves or by a Related Organisation which is producing the production concerned.
- 5.11 For the purposes of this Article 5, any obligation to place deposits may be satisfied by producing bank guarantees acceptable to The Theatre Council.
- 5.12 Any Member wishing to change to a different class of membership (other than a Member who is being elected as an Honorary Member) is required to make an application in accordance with Article 5.13, and Articles 5.15 to 5.22 shall apply to that application.
- 5.13 An applicant for membership (other than membership as an Associate Member) must complete an application form specifying which class the applicant is applying for membership of and which shall be signed by a Member (other than an Associate

Member) who is prepared to propose the applicant and another Member (other than an Associate Member) who is prepared to second the application. One of the proposer and seconder must be a Director and the other must have been a Member for at least five years. Only one of the proposer and seconder may be in a professional relationship with the applicant. Any question relating to whether a Member or Director is in a professional relationship with the applicant shall be determined by the Board of Management, whose decision shall be final.

- 5.14 An applicant for membership as an Associate Member must complete an application form in the form approved by the Board of Management and complete any additional application and interview process decided by the Board of Management from time to time.
- 5.15 At the next meeting of the Board of Management following receipt of an application form and, in the case of applicants for Associate membership, completion of any additional application and interview process, the Board of Management will consider the application. If the Board of Management recommends the application, the Chief Executive will advise the Members of this fact and set a deadline for submission of any objections.
- 5.16 Any Member may object to the application, providing they state their reason in writing to the Chief Executive before the deadline set under Article 5.15. Any objection will be discussed by the Board of Management and may be accepted or rejected.
- 5.17 In the case of an application for Deposit, Organisational, Associate or Affiliate membership, where no objections have been received by the deadline set under Article 5.15 or where any objection has been rejected by the Board of Management, the Chief Executive will circulate ballot papers to all Members which will specify a date by which the ballot paper must be returned to the Chief Executive.
- 5.18 In the case of an application for Full Member status by a Deposit Member or Associate Member, where no objections have been received by the deadline set under Article 5.15 or where any objection has been rejected by the Board of Management, the Chief Executive will notify Equity that the Board of Management recommends the application for Full Member status. If no written objection is received from Equity by the Chief Executive within 14 days of notification, or if an objection is received but the Board of Management nevertheless decides to circulate ballot papers, the Chief Executive will circulate ballot papers to all Members. The ballot papers will specify a date by which the ballot paper must be returned to the Chief Executive.
- 5.19 A simple majority of Members who return a ballot paper is required for a successful election, regardless of whether the application is for Full, Deposit, Organisational, Associate or Affiliate membership.
- 5.20 The Members may approve the election of a Deposit Member or Associate Member to Full Member status even if Equity has objected but the Company will then be responsible for any payments owing to individuals if that Full Member becomes insolvent to the extent that the Full Member would have been liable had they placed a deposit with The Theatre Council.
- 5.21 If the application is successful, the Chief Executive will notify the applicant and will send a copy of the Terms and Conditions of Membership and the Articles of Association to the applicant. Once all payments required by the Terms and Conditions have been made, the applicant will be admitted as a Full, Deposit, Organisational, Associate or Affiliate Member as applicable.

- 5.22 If the application is unsuccessful at any stage, the Chief Executive will inform the applicant. The Chief Executive need not give any reason for the failure of the application.
- 5.23 The Company in general meeting may at its discretion levy subscriptions and fees on all Members and Theatrical Organisations at such rates and at such intervals as it shall from time to time determine.
- 5.24 Membership of the Company is not transferable.
- 5.25 The Directors may establish further classes of membership with different rights and obligations and shall record such rights and obligations in the Register of Members.
- 5.26 A Member may resign at any time.
- 5.27 Subject to Articles 5.35 and 5.39, if a Member ceases to be a Member for any reason, such Member will be entitled to re-apply for membership in accordance with this Article 5 at any time in the future.
- 5.28 A committee shall meet in the last quarter of each calendar year to consider the position of any Full or Deposit Member(s) who may have ceased to be actively involved in theatre ownership or theatrical management or production in London. The committee shall consist of the President, Vice-President and three other Members of their choice drawn from the commercial sector and with at least 10 years' standing. The committee shall be chaired by a Member who is neither the President nor the Vice-President.
- 5.29 The committee shall instruct the Chief Executive to write to any Full or Deposit Member whom they believe may have become inactive to enquire as to his or her activities over the preceding 12 months and as to his or her plans for the succeeding 12 months. If a Full or Deposit Member has been inactive over a continuous period of three years the committee shall draw the Member's name to the attention of the full Board of Management which will then decide whether they should be required to resign their membership. The Chief Executive will notify the Board's decision in writing to any such Member(s) who the Board has decided must resign.
- 5.30 Any Member who objects to the conduct of another Member, including the conduct of a Theatrical Organisation, must inform the Board of Management in writing, specifying the details of the complaint. The Board of Management will consider the complaint at the next Meeting of the Board of Management. If the Board of Management upholds the complaint the matter will be referred to the next general meeting.
- 5.31 Where a complaint against a Member or Members or a Theatrical Organisation raised under Article 5.30 is upheld by the Board of Management:
- (a) the Chief Executive will inform the Member or Members to whom the complaint relates or who are associated with the Theatrical Organisation to which the complaint relates (each a "relevant Member" for the purposes of this Article 5.31) in writing of the complaint at least 10 days before the general meeting to which the complaint has been referred;
 - (b) each relevant Member will be entitled to attend the general meeting and be heard in answer to the complaint; and
 - (c) at the general meeting the following sanctions may be imposed:

- (i) suspension of the right to vote on any matter connected with the Company;
 - (ii) suspension of the right of a relevant Member and any Theatrical Organisation with which such a Member is associated to receive the benefits and services available from time to time to Members and Theatrical Organisations; and/or
 - (iii) termination of membership.
- 5.32 Where the complaint is against a Theatrical Organisation, sanctions may be imposed on any Member or Members who are associated with that Theatrical Organisation.
- 5.33 A majority of two thirds of the Members present is required to take any action under Article 5.31.
- 5.34 If the Company at a general meeting decides to discipline a Member with one of the sanctions set out at Article 5.31(c) above, the Chief Executive must notify the decision to the Member in writing.
- 5.35 Any Member whose membership is terminated under Article 5.31(c)(iii) will be entitled to re-apply for Deposit, Organisational or Affiliate membership at any time in the future.
- 5.36 If a Member fails to pay his or her annual subscription by 1 February in each calendar year, the Chief Executive will notify such Member in writing at his or her last known address that the Member must pay his or her annual subscription within 14 days of the date of the notice.
- 5.37 Membership is terminated automatically if the Member concerned:
- (a) fails to pay their annual subscription within 14 days of the date of notice in writing from the Chief Executive under Article 5.36; or
 - (b) fails to pay, or a Theatrical Organisation associated with a Member fails to pay, to the Company any other sum due within 3 months after the date of due payment (but in such a case the Member may be reinstated by the Board of Management on payment of the amount due); or
 - (c) (in the case of an Organisational Member) ceases to be employed by the Recognised Organisation associated with that Organisational Member; or
 - (d) (in the case of an Affiliate Member) ceases to be employed by the Affiliate associated with that Affiliate Member or that Affiliate ceases to be a full member of UK Theatre; or
 - (e) (in the case of an Associate Member) has been an Associate Member for twenty four consecutive months; or
 - (f) dies.
- 5.38 The Board of Management may, in its discretion, exempt a Member from automatic termination of membership under Article 5.37 and may, in its discretion, instead move them to a different class of membership.

5.39 Membership may be terminated at the Board of Management's discretion in the event of the insolvency of a Member or a Theatrical Organisation associated with a Member in accordance with this Article 5.39:

- (a) where the Board of Management believes that a Member or a Theatrical Organisation associated with a Member may be insolvent, it may require that Member to attend a meeting of the Board of Management to explain the position;
- (b) if the Member or a Theatrical Organisation associated with a Member is in the opinion of the Board insolvent, the Board may terminate the membership of that Member;
- (c) where a Member's membership has been terminated because the Member or a Theatrical Organisation associated with a Member is in the opinion of the Board insolvent, that individual will be entitled to re-apply for Deposit Member status at any time after they have ceased to be a Member for at least six months.

For the purposes of this Article 5.39, insolvency includes a person failing to pay debts when they become due. A continuing failure to pay a debt 21 days after the date it was due will, if the debt is not being disputed in good faith and by appropriate action, be regarded as evidence that a person is insolvent. Neither of these sentences limits the meaning of "insolvent".

5.40 The Board of Management may, in its discretion, terminate a Member's membership in the event of the Member or a Theatrical Organisation associated with that Member being in breach of the Articles or the Terms and Conditions of Membership.

6. **POWERS AND DUTIES OF THE BOARD OF MANAGEMENT**

6.1 Subject to the Articles, the Board of Management is responsible for the management of the Company's business for which purpose the Directors may exercise all the powers of the Company.

6.2 The Members may, by special resolution, direct the Board of Management to take, or refrain from taking specific action. If there is any conflict between such a direction and the legal or fiduciary duties of the Board then those duties shall prevail.

6.3 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Board of Management.

6.4 Any meeting of the Board of Management at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

6.5 The Board of Management will from time to time appoint a chief executive (the "**Chief Executive**") who will be responsible for the day to day conduct of the Company's business, including the keeping of proper books of account, and will be responsible for appointing the staff of the Company.

6.6 Once in each year a report disclosing all payments made to Directors since the date of the last report must be presented to the Board of Management.

7. BOARD OF MANAGEMENT

- 7.1 Unless and until the Members in general meeting shall otherwise determine, the number of Directors shall not be less than seven and not more than 20 including the President and Vice-President both of whom are also Directors and any individuals co-opted to the Board of Management under Article 7.9. The number of Elected Directors shall not be more than 12. All Directors shall be over the age of 18.
- 7.2 Subject to Article 7.14, Members (other than Associate Members) may nominate for appointment as a Director any Full, Organisational, Deposit or Affiliate Member who:
- (a) has been a Member for at least six months;
 - (b) is not in a professional relationship with the Member nominating them; and
 - (c) at the date of the relevant AGM either has been a Director for less than six consecutive years or has not been a Director at any time during the previous year. For the purposes of this Article 7, a year is the period between two AGMs, however long it may be.
- 7.3 Any nomination made under Article 7.2 shall be made in accordance with this Article 7 and requires the written consent of the nominee.
- 7.4 The Chief Executive will circulate nomination forms to the Members (other than Associate Members) ("**Nomination Forms**") prior to the AGM. The Chief Executive will indicate on the form:
- (a) the names of those Directors offering themselves for re-election (who are automatically deemed nominated);
 - (b) the names of any Directors whose membership of the Board of Management has ended under Article 7.13; and
 - (c) the total number of vacancies.
- 7.5 Nomination Forms circulated under Article 7.4 must be returned to the Company's registered office (or such other postal or electronic address specified on the Nomination Form) by such date prior to the AGM as is specified on the Nomination Form. A nomination shall only be valid on receipt by the Chief Executive of a written notice of a nomination signed by the proposer and counter-signed by the nominee indicating their willingness to stand for election. The proposer and the nominee may not be the same person.
- 7.6 If the number of nominations made under this Article 7 does not exceed the number of vacancies, the nominees will be deemed elected or re-elected as appropriate and the Chief Executive will notify this fact to the Members.
- 7.7 If the number of nominations made under this Article 7 exceeds the number of vacancies the process and format for the election of the Directors shall, subject to Article 7.8, be laid down by the Board of Management.
- 7.8 If an election is necessary pursuant to Article 7.7 voting forms shall be issued to all Members (other than Associate Members) eligible to vote. Votes will be counted using the single transferable voting system. In the event of there being equal numbers of votes for the last vacancy, the Chief Executive will draw the name of one candidate (using any method where each candidate has an equal chance of being drawn) and

that candidate will be elected. The Chief Executive shall announce the outcome of any vote at the AGM. The Board of Management will appoint independent scrutineers to supervise the counting of votes and declare the result of voting.

- 7.9 The Board of Management may co-opt up to six individuals (who are not Associate Members) prepared to assist in the advancement of the Objects. Any individual who is co-opted to the Board of Management:
- (a) shall be appointed as a Director;
 - (b) will remain in office until the end of the AGM which takes place in the third year of their co-option;
 - (c) may not serve on the Board of Management for more than three consecutive years and will not be eligible for election as a Director or for co-option without an intervening period of at least a year when they are not a Director;
 - (d) who ceases to hold office before the end of their term of office under Article 7.9(b) will not be eligible for election as a Director or for co-option without an intervening period of at least a year when they are not a Director.
- 7.10 No Director shall vacate his or her office or be ineligible for re-appointment as Director nor shall any person be ineligible for appointment as Director by reason only of his or her having attained any particular age.
- 7.11 Subject to Article 14.10, Elected Directors shall remain in office until the end of the AGM which takes place in the third year after their appointment. Elected Directors shall not serve for a total of more than six consecutive years, without an intervening period of at least a year when they are not a Director.
- 7.12 Subject to Article 14.4(c) and Article 14.13, no Director shall serve for more than twelve consecutive years. No Director shall be eligible for election, re-election or co-option as a Director, President or Vice-President if the term for which they would be elected, re-elected or co-opted would result in them serving more than twelve consecutive years.
- 7.13 A person ceases to be a Director as soon as:
- (a) subject to Article 7.15, they cease to be a Member (where they are a Member); or
 - (b) they cease to be Vice-President (where they hold office as Vice-President); or
 - (c) they cease to be President (where they hold office as President) and are unable to take on the office of Vice-President; or
 - (d) the Board of Management decides that they have acted in a manner so as to cause damage to the reputation or financial standing of the Company; or
 - (e) they cease to be a Director by virtue of any provision of the Companies Act 2006 or he or she becomes prohibited by law from being a Director; or
 - (f) they become bankrupt or make any arrangement or composition with their creditors generally or if they have an administration order made against them; or

- (g) they, in the written opinion of a registered medical practitioner who is treating the Board Member, have become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - (h) they resign their office by notice to the Company and such resignation has taken effect in accordance with its terms; or
 - (i) they are removed from office by a resolution duly passed under section 168 of the Companies Act 2006; or
 - (j) they fail to attend three consecutive meetings of the Board of Management in any period between two AGMs (and the termination shall take effect at the end of the third of such consecutive meetings) unless prevented from doing so by reason of ill-health.
- 7.14 Where a person ceases to be a Director under Articles 7.13(b) or (c) above, they may not be re-appointed as a Director for a minimum period of one year from the date on which they cease to be a Director.
- 7.15 Where a Director is an Organisational or Affiliate Member who ceases to be a Member pursuant to Articles 5.37(c) or (d) they shall continue in office as a Director until the later of:
- (a) the end of the first meeting of the Board of Management which takes place after the date the Director ceased to be a Member ("**Cessation Date**"); or
 - (b) such other date not being more than 6 months following the Cessation Date as the Board of Management may at its discretion determine;
- ("Relevant Date"), provided that:
- (i) if such Director has not been re-admitted to membership by the Relevant Date they shall automatically cease to be a Director on the Relevant Date; or
 - (ii) if such Director has been re-admitted to membership on or before the Relevant Date, then they shall remain in office as a Director for the remainder of their term in accordance with these Articles.
- 7.16 The Board of Management will have the right at its discretion to rescind any termination pursuant to Article 7.13(j) at its next meeting. If such termination is rescinded pursuant to this Article then, for the purposes of these Articles, such Director's directorship shall be treated as having been continuous even where there has been a cessation and re-appointment for the purposes of the Companies Acts.
- 7.17 All Directors hereby waive any right they may have for compensation for loss of office as a Director or as a result of his or her ceasing to be a Director for any reason.
- 7.18 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting of Directors.
- 7.19 For the purposes of this Article 7 a year is the period between two AGMs, however long it may be.

8. MEETINGS OF THE BOARD OF MANAGEMENT

- 8.1 Subject to the provisions of the Articles, the Directors may regulate their meetings as they think fit.
- 8.2 Any Director may call a meeting of the Board of Management by giving notice to the Directors of the meeting, and the secretary (if any) must call a meeting of the Board of Management if requested to do so by any two Directors.
- 8.3 Subject to Article 8.4, notice of a meeting of the Board of Management must be given to each Director but need not be in writing.
- 8.4 Notice of a meeting of the Board of Management need not be given to Directors who waive their entitlement to notice of that meeting by giving notice to that effect to the Company not more than 7 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.
- 8.5 Any issue arising at a meeting of the Board of Management may be decided by a simple majority of votes cast at the meeting.
- 8.6 Each Director shall have one vote on each issue but, in the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 8.7 No decision may be made by a meeting of the Board of Management unless a quorum is present at the time the decision is purported to be made.
- 8.8 A quorum at a meeting of the Board of Management shall be five Directors or such larger number as may be decided from time to time by the Directors.
- 8.9 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of admitting persons to membership of the Company, filling vacancies or calling a general meeting.
- 8.10 The Director who is the President for the time being will preside as chair of all meetings of the Board of Management, or (if they are unavailable or unwilling) the Director who is the Vice-President for the time being. If neither of those Directors is available or willing, or present within ten minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chair of the meeting.
- 8.11 The person appointed to chair meetings of the Board of Management shall have no functions or powers except those conferred by the Articles or the Companies Acts or delegated to them by the Directors.
- 8.12 Any Director or member of a committee of Directors may participate in a meeting of the Board of Management or such committee by means of video or telephone conference or any other suitable electronic means which permits each participant to hear each of the other participants addressing the meeting and, if they wish to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Director or member of a committee of Directors so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the chair is for that meeting. It shall not be necessary for two or more Directors to be physically present in the same place for such a meeting to take place.

- 8.13 A resolution in writing agreed by a simple majority of all the Directors entitled to receive notice of a meeting of Board of Management or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held provided that:
- (a) a copy of the resolution is sent or submitted to all the Directors eligible to vote; and
 - (b) a simple majority of Directors has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office or such other address as shall be determined by the Board.

8.14 A resolution in writing may comprise several documents containing the text of the resolution in the same words to each of which one or more Directors have signified their agreement.

9. **DELEGATION**

9.1 Subject to the Articles, the Board of Management may delegate any of their powers under the Articles as they think fit.

9.2 If the Board of Management so specifies, any such delegation may authorise further delegation of the Board of Management's powers by any person to whom they are delegated.

9.3 The Board of Management may revoke any delegation in whole or part, or alter its terms and conditions.

9.4 The Board of Management may set up standing committees which may include a committee covering employment strategy and employment relations.

9.5 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.

9.6 The Board of Management will appoint the chair(s) of the standing committees. Any Member is eligible to be a chair of a standing committee.

9.7 The chair(s) of the standing committees will be entitled to:

- (a) select the membership of their standing committee from the Members and the employees of Theatrical Organisations; and
- (b) appoint, as and when necessary, sub-committees and chair(s) of those sub-committees to deal with particular aspects of standing committee business.

9.8 The chair of any sub-committee will be entitled to select the membership of his or her sub-committee from the Members and the employees of Theatrical Organisations.

9.9 Meetings of standing committees and sub-committees may be called by their chair or by a majority of members of that standing committee or sub-committee. Each standing committee or sub-committee will determine the quorum necessary for the transaction of its business and will keep proper minutes of all proceedings and report the results of proceedings to the Board of Management.

- 9.10 The chairs of any standing committees convened under this Article 9 will, if not Directors, be invited to attend meetings (or, at the Board of Management's discretion, parts of meetings) of the Board of Management as observers but will not count in the quorum or be entitled to vote.
- 9.11 There shall be appointed an executive committee consisting of six Directors, the identity of whom shall be determined at the discretion of the Board of Management and whose role and function will be determined by the Board of Management from time to time (the "**Executive Committee**"). The Executive Committee shall meet at least four times a year on dates to be determined by the Executive Committee.
- 9.12 The Board of Management 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.

10. **INTERESTS OF DIRECTORS**

- 10.1 An interest of which a Director has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of his.
- 10.2 An interest which cannot reasonably be regarded as likely to give rise to a conflict of interest shall not be treated as an interest of a Director.
- 10.3 Pursuant to section 175 (and subject to sections 175(3) to (6)) of the Companies Act 2006, a Director must avoid a situation (a "**Conflict Situation**") in which they have, or can have, a direct or indirect interest that conflicts, or may conflict with the interests of the Company, including but not limited to the exploitation of any property, information or opportunity even if the Company cannot take advantage of such property, information or opportunity, unless it has been authorised. A conflict of interest includes for this purpose a conflict of interest and duty and a conflict of duties.
- 10.4 Pursuant to section 175(5)(b) of the Companies Act 2006, the Directors may authorise a Conflict Situation on such terms and subject to such conditions and/or limitations as the Directors may in their absolute discretion determine. The relevant Director ("**Conflicted Director**") shall not vote or count in the quorum in respect of any resolution of the Directors authorising his or her conflict of interest or imposing, varying or terminating any such conditions or limitations. Any such conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated.
- 10.5 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as they reasonably believe such Conflict Situation subsists):
- (a) shall not be required to disclose to the Company (including the Directors or any committee of Directors) any confidential information relating to such Conflict Situation which they obtain or have obtained otherwise than in their capacity as a Director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by them to another person in relation to any matter, office, employment or position which relates to such Conflict Situation;
 - (b) shall be entitled to attend (and vote at) or absent themselves from all or any meetings of the Directors (or any committee of Directors) at which anything relating to such Conflict Situation will or may be discussed; and

- (c) shall be entitled to make such arrangements as they think fit to receive or not to receive documents or information (including, without limitation, papers for meetings of Directors (or those of any committee of Directors)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on their behalf.

In so doing, such Conflicted Director shall not be in breach of any general duty they owe to the Company pursuant to sections 171 to 177 (inclusive) of the Companies Act 2006. The provisions of this Article 10.5 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.

10.6 Where a Conflict Situation has been authorised or is otherwise permitted under these Articles:

- (a) the Conflicted Director shall not, by reason of their office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which they derive from any matter, office, employment or position which relates to such Conflict Situation;
- (b) no contract, arrangement, transaction or proposal shall be avoided on the grounds of the Conflicted Director having any interest in the Conflict Situation or receiving any such dividend, profit, remuneration, superannuation payment or other benefit; and
- (c) the receipt of any such dividend, profit, remuneration, superannuation payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in section 176 of the Companies Act 2006.

10.7 Directors must disclose any interest they have in a proposed transaction or arrangement to be entered into by the Company and provided a Director has declared the nature and extent of their interest, a Director may attend and vote at a meeting of Directors or of a committee of Directors on any resolution concerning that matter in which they are directly or indirectly interested. The Director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if they vote their vote shall be counted.

10.8 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 chair whose ruling in relation to any Director other than the chair is to be final and conclusive. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair, the question is to be decided by the Directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

10.9 The Directors may keep a register of interests identifying each Conflict Situation which applies to any Director.

11. **DIRECTORS' DECISIONS**

11.1 All acts done by a meeting of the Board of Management, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

- (a) who was disqualified from holding office;
- (b) who had previously retired or who had been obliged by the Articles to vacate office; or
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

if without:

- (i) the vote of that Director; and
- (ii) that Director being counted in the quorum,

the decision has been made by a majority of the Directors at a quorate meeting.

12. **DIRECTORS' REMUNERATION**

12.1 Directors may undertake any services for the Company that the Directors decide.

12.2 Directors are entitled to such remuneration as the Directors determine for their services to the Company (including, if the Board of Management so determines from time to time, in respect of those services provided as Directors).

12.3 Subject to the Articles, a Director's remuneration may:

- (a) take any form; and
- (b) 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.

12.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

12.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries, if any, or of any other body corporate in which the Company is interested.

13. **DIRECTORS' EXPENSES**

13.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors; or
- (b) general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

14. PRESIDENT AND VICE-PRESIDENT

- 14.1 The Members will elect a President of the Company in accordance with this Article 14.
- 14.2 Any Member (other than an Honorary Member or an Associate Member) who is a Director or has been a Director at some time in the last three years preceding the election is eligible to stand for election as President, provided that for the purposes of the election which takes place in 2023 any Member (other than an Honorary Member or an Associate Member) who is a Director or has been a Director at some time in the last four years preceding that election is eligible to stand for election as President.
- 14.3 Election of the President will take place once every three years and shall be held prior to the AGM to be held one year prior to the date on which the then serving President's Term of Office expires. One term of office for a President shall be three years from the AGM at which the President takes office in accordance with Article 14.6 ("**Term of Office**"). For the purposes of this Article 14, a year is the period between two AGMs, however long it may be.
- 14.4 The Chief Executive will in writing to all Members who are eligible to stand for election as President invite nominations for candidates for the office of President. Each such request shall specify a date prior to the date of the AGM by which a nomination must be given to the Chief Executive. A nomination shall only be valid on receipt by the Chief Executive of a written notice of a nomination signed by the proposer and countersigned by the nominee indicating their willingness to stand for election. The proposer and the nominee may not be the same person. The nominations will be considered as follows:
- (a) where only one nomination is received for either office then the nominee will be deemed elected and the Chief Executive will notify this fact to the Members;
 - (b) where there are two or more candidates for the office of President, the process and format for the elections of President shall, subject to Article 14.4, be laid down by the Board of Management;
 - (c) in the event that no nomination is received for the office of President within such time period as specified on the invitation for nominations, then the current President will remain in office for a further year (notwithstanding that this may cause them to serve more than twelve consecutive years as a Director) and the Members will be informed.
- 14.5 If an election is necessary pursuant to Article 14.4(b) voting forms shall be issued to all Members (other than Associate Members) eligible to vote. Votes will be counted using the single transferable voting system. In the event of there being equal numbers of votes for the candidates for the office of President, the Chief Executive will draw the name of one candidate (using any method where each candidate has an equal chance of being drawn) and that candidate will be elected. The Chief Executive shall announce the outcome of any vote at the AGM. The Board of Management shall appoint independent scrutineers to supervise the counting of votes and declare the result of voting.
- 14.6 The candidate elected as the new President in accordance with this Article 14 ("**President-Elect**") will take office at the close of the AGM held one year after the AGM at which their election as President is announced.

- 14.7 The President may serve a maximum of one Term of Office or any number of terms if not consecutive.
- 14.8 The President-Elect shall become Vice-President from the close of the AGM at which their election as President is announced and shall remain in office for the remainder of the President's Term of Office until the President-Elect takes office as President in accordance with Article 14.6, at which time they shall automatically cease to be Vice-President.
- 14.9 When the President-Elect takes office as President in accordance with Article 14.6 and ceases to be Vice-President in accordance with Article 14.8 the immediate past President shall become the Vice-President and shall serve until the next President-Elect becomes Vice-President in accordance with Article 14.8.
- 14.10 The President and Vice-President shall be Directors throughout their terms of office. The provisions of Article 7.11 shall not apply to those Directors holding office as either President or Vice-President.
- 14.11 In the event that the President ceases to hold office as President before the end of their Term of Office:
- (a) if a President-Elect is in office at the time the President ceases to hold office as President,
 - (i) the President-Elect shall take office as President and shall serve as President for the remainder of the past President's Term of Office before commencing their Term of Office in accordance with these Articles;
 - (ii) if the President is willing and able to hold office as Vice-President, the President shall take office as Vice-President and shall continue to hold such office until the next President-Elect takes office as Vice-President in accordance with Article 14.8;
 - (iii) if the President is unwilling or unable to hold office as Vice-President then the vacancy for the office of Vice-President may be filled in accordance with Article 14.12;
 - (b) if no President-Elect is in office at the time the President ceases to hold office as President,
 - (i) the vacancy for the office of President may be filled in accordance with Article 14.12;
 - (ii) if the President is willing and able to hold office as Vice-President, the existing Vice-President shall cease to hold office as such and the President shall take office as Vice-President and shall continue to hold such office until the President-Elect takes office as Vice-President in accordance with Article 14.8;
 - (iii) if the President is unwilling or unable to hold office as Vice-President, then the existing Vice-President shall continue to hold office as such until the next President-Elect takes office as Vice-President in accordance with Article 14.8.
- 14.12 If the President ceases to hold office before the end of their Term of Office and no President-Elect is in office at that time, or if the Vice-President ceases to hold office

during a year, the vacancy or vacancies may be filled by the Company at any subsequent general meeting. Any individual filling such vacancy shall be President or Vice-President (as the case may be) until such time as the President or Vice-President (as the case may be) they replaced would have ceased to hold office in accordance with these Articles.

- 14.13 If the President filling a casual vacancy pursuant to Article 14.12 is elected as the next President in accordance with this Article 14, then such person shall not become Vice-President by virtue of being President-Elect and Article 14.8 shall not apply to them. The Vice-President in office at such time shall continue to hold office as Vice-President until the next President-Elect takes office as Vice-President in accordance with Article 14.8 (notwithstanding that this may cause them to serve more than twelve consecutive years as a Director).

15. GENERAL MEETINGS

- 15.1 The Company shall hold at least one general meeting in addition to the AGM in each calendar year in London, on such date or dates as the Board of Management determines.
- 15.2 Members are entitled to attend general meetings in person or by proxy in accordance with the Articles.
- 15.3 The Directors may call a general meeting at any time on at least 14 clear days' notice.
- 15.4 A general meeting may be called by shorter notice if so agreed by at least 90% in number of Members having a right to attend and vote on all matters on the agenda for that meeting.
- 15.5 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The notice should also contain a statement setting out the rights of the Members to appoint a proxy under section 324 of the Companies Act 2006 and Article 17.
- 15.6 Members may also require general meetings to be convened, or, in default, may convene general meetings as provided by the Companies Acts 2006.
- 15.7 Notice of every general meeting shall be given in a manner authorised under Article 21.1 to:
- (a) every Member except those Members who have not supplied to the Company a postal address within the United Kingdom or an address for the purpose of giving notice in electronic form for the giving of notice to them;
 - (b) the Directors and the auditor or auditors for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

- 15.8 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it or because of an accidental omission by the Company to give notice.
- 15.9 The Company shall in each year hold a general meeting as its AGM and shall specify the meeting as such in the notice calling it.

- 15.10 Each AGM must be held not more than 15 months after the holding of the last preceding AGM.
- 15.11 Members must annually at the AGM:
- (a) receive the accounts of the Company for the previous financial year;
 - (b) receive a written report on the Company's activities; and
 - (c) appoint reporting accountants or auditors for the Company.

16. PROCEEDINGS AT GENERAL MEETINGS

- 16.1 Subject to Articles 5.25, 16.5, 16.6 and 16.7, every Member shall have one vote on each issue at general meetings.
- 16.2 Except in the situations in Articles 16.3 and 16.4, every resolution must be proposed and seconded by a Member.
- 16.3 The chair of a general meeting may propose that a vote take place at a time and place to be decided at their discretion.
- 16.4 One third of the Members present at any general meeting may demand that a vote take place at a time and place to be decided by the chair.
- 16.5 Notwithstanding any other provision in these Articles, Honorary Members will not be entitled to vote on any matter, propose or second any resolutions, exercise any rights to nominate individuals for election, or receive voting forms or any other notices or communications to be sent to Members pursuant to these Articles.
- 16.6 Notwithstanding any other provision in these Articles, Associate Members will not be entitled to:
- (a) vote in respect of any resolution concerning an employment relations matter or a financial matter; or
 - (b) exercise any rights to nominate individuals for election or receive voting forms in respect of any election.

Where there is doubt regarding whether such an Associate Member is entitled to vote on a particular resolution or participate in an election the decision will be made by the Board of Management.

- 16.7 Members who are Affiliate Members shall have the same voting rights as Full, Deposit and Organisational Members, except they shall not be entitled to vote in respect of any resolution concerning an employment relations matter or a financial matter. Where there is doubt regarding whether such an Affiliate Member is entitled to vote on a particular resolution the decision will be made by the Board of Management.
- 16.8 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and, subject to Article 16.5, the decision of the person who is chairing the meeting is final.
- 16.9 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.

- 16.10 A quorum is at least eleven individuals, each of whom is a Full, Deposit or Organisational Member, present in person.
- 16.11 Any Member may, subject to and in accordance with Article 17, appoint any individual Member (other than an Honorary Member), employee of a Member (other than an Honorary Member) or an employee of a Theatrical Organisation as their proxy to vote on their behalf at any general meeting.
- 16.12 The Director who is the President for the time being will preside as chair of all general meetings, or (if they are unavailable or unwilling) the Director who is the Vice-President for the time being. If neither of those Directors is available or willing, or present within ten minutes after the time appointed for holding the meeting, the meeting shall choose one of their number to be chair of the meeting.
- 16.13 Except where otherwise provided in these Articles or required by the Companies Acts, every resolution at a general meeting is to be decided by a majority of the votes cast. Such a resolution must be decided by a show of hands of those Members present in person or by proxy and entitled to vote, unless a poll has been demanded pursuant to Article 16.21.
- 16.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a second, or casting, vote.
- 16.15 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 chair of the meeting must adjourn it.
- 16.16 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting by way of ordinary resolution consents to an adjournment, or
 - (b) it appears to the chair 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.
- 16.17 The chair of the meeting must adjourn a general meeting if directed to do so by ordinary resolution of the Members.
- 16.18 When adjourning a general meeting, the chair of the meeting must:
- (a) 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
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting by way of ordinary resolution.
- 16.19 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it:
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.

- 16.20 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.
- 16.21 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- (a) by the person chairing the meeting;
 - (b) by at least three Members present in person or by proxy and having the right to vote on the resolution; or
 - (c) by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 16.22 On a poll votes may be given either personally or by proxy.
- 16.23 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 16.24 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 16.25 A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 16.26 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 16.27 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for the taking of the poll and declaring the results of the poll.
- 16.28 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 16.29 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or within 30 days after it has been demanded at such time and place as the person who is chairing the meeting directs.
- 16.30 If the poll is not taken immediately at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.31 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 16.32 Except where otherwise provided by the Articles or the Companies Acts, every issue is to be decided by ordinary resolution.
- 16.33 A resolution in writing agreed by Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be valid and effective as if the same had been passed at a general meeting of the Company duly convened provided that:
- (a) a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and

- (b) it is contained in an authenticated document which has been received at the Company's registered office or such other address as shall be specified when the resolution is circulated within the period of 28 days beginning with the circulation date.

16.34 For the purposes of this Article 16:

- (a) if a document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it; and
- (b) if a document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

16.35 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

16.36 If at any general meeting any votes are counted which ought not to have been counted, the error will not invalidate the result of the voting unless it is pointed out at the same meeting, and not in that case unless, in the opinion of the chair of the meeting, it is of sufficient magnitude to invalidate the result of the voting.

16.37 Any Member may participate in a general meeting by means of video or telephone conference or any other suitable electronic means which permits each participant to hear each of the other participants addressing the meeting and, if they wish to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Member so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the chair is for that meeting. It shall not be necessary for two or more Members to be physically present in the same place for such a meeting to take place.

17. PROXIES

17.1 Proxies may be appointed by a notice (a "**proxy notice**") which:

- (a) states the name and address of the Member appointing the proxy as recorded in the Company's register of Members;
- (b) identifies the person appointed to be that Member's proxy and either the general meeting in relation to which that person is appointed or that the appointment of the proxy will continue until revoked by the Member;
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and (where relevant) any instructions contained in the notice of the general meeting to which they relate.

17.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

- 17.3 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.
- 17.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to a meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of a general meeting to which it relates as well as the meeting itself.
- 17.5 The notice appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 17.6 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.
- 17.7 An appointment under a proxy notice may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 17.8 A notice appointing or revoking a proxy appointment only takes effect if it is delivered not less than 48 hours before the start of a meeting or adjourned meeting to which it relates, unless otherwise determined by a resolution of the Directors.
- 17.9 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.
18. **HONORARY MEMBERS AND HONORARY VICE-PRESIDENTS**
- 18.1 The Board of Management may propose that any person be elected as an Honorary Member, and any such person shall be elected as an Honorary Member, subject to the approval of such election by the Members at a general meeting.
- 18.2 The Board of Management may, in its discretion, terminate the membership of any Honorary Member elected pursuant to Article 18.1 at any time.
- 18.3 The Board of Management may, in its discretion, confer the title of Honorary Vice-President on any person and may, in its discretion, remove any title so conferred.
19. **SECRETARY**
- 19.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by the Directors at any time.
20. **ACCOUNTS AND RECORDS**
- 20.1 The Directors will cause proper minutes to be made of the proceedings of all formal meetings of the Company and of the Board of Management, and of all business transacted at such meetings, and any such minutes of any meeting, if signed by the chair of such meeting, or by the chair of the next succeeding meeting, will be conclusive evidence without any further proof of the facts stated in them. The Directors

will also cause copies to be kept of all resolutions of members passed otherwise than at general meetings. All such records must be kept for at least ten years from the date of the meeting or resolution.

20.2 The Directors will, through the Chief Executive, cause proper books of accounts to be kept with respect to:

- (a) the assets and liabilities of the Company;
- (b) the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure took place; and
- (c) all those matters required by the Companies Acts to be shown in the accounts of the Company.

To be proper, the books of account must be such as are necessary to give a true and fair view of the state of affairs of the Company and to explain its transactions.

20.3 The books of account shall be kept at the registered office of the Company or, subject to the Companies Acts, such other place or places as the Directors think fit, and shall be made available for inspection by any Director at any time during normal office hours and, subject to any reasonable restrictions as to the time and manner of inspection that may be imposed by the Directors in accordance with the Articles, shall also be made available for inspection by Members who are not Directors.

20.4 The Directors must from time to time arrange for such profit and loss accounts, balance sheets and Directors' reports as are provided for in the Companies Acts to be prepared and laid before the Company in general meeting. Subject to the provisions of the Companies Acts, a copy of every balance sheet (including every document required by law to be annexed to such balance sheet) which is to be laid before the Company in general meeting, together with a copy of the auditor's report (if any), must be sent to every Member not later than

- (a) the end of the period for filing accounts and reports; or
- (b) if earlier, the date on which it actually delivers its accounts and reports to Companies House,

provided that this Article will not require a copy of those documents to be sent to any person of whose address the Company is not aware or who is not otherwise entitled to receive notice pursuant to Article 15.7.

20.5 At least once in every year the accounts of the Company will be examined and the correctness of the income and expenditure account and balance sheet ascertained by at least one properly qualified auditor.

21. MEANS OF COMMUNICATION TO BE USED

21.1 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 the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

21.2 Any notice to be given to or by any person pursuant to the Articles must be in writing.

21.3 The Company may give any notice to a Member or Director either:

- (a) personally; or
- (b) by sending it by first class post in a prepaid envelope addressed to the Member or Director at their registered address or (if they have no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by them to the Company for the giving of notice to them; or
- (c) (subject to Article 21.6) by sending it in electronic form to the address for the time being notified for that purpose by the Member or Director to the Company.

21.4 Any Member whose address recorded in the register of Members is outside the United Kingdom, who from time to time gives to the Company an address within the United Kingdom or an electronic mail address at which notice may be served on them, is entitled to have notices served on them at that address or electronic mail address.

21.5 Where a notice is:

- (a) served personally, the notice shall be deemed effective at the time of delivery;
- (b) served by first class post to an address within the United Kingdom, the Isle of Man or the Channel Islands, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and to have been effected three days after the letter containing the same is posted; or
- (c) served in electronic form, service of the notice shall be deemed to be effected by properly addressing and sending an electronic transmission containing the notice and to have been effected at the time the transmission is sent.

21.6 A document or information including notices of general meetings may only be sent by the Company in electronic form in accordance with the provisions of the Companies Acts to a Member who has agreed that the document or information may be sent by those means and who has provided an address for that purpose.

21.7 Proof that:

- (a) an envelope containing a notice was properly addressed, prepaid and posted by first class post, or
- (b) a communication by electronic means setting out the terms of the notice was properly addressed and despatched

is conclusive evidence that the notice was given.

21.8 A Member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, when required, of the purposes for which it was called.

21.9 The postal address for service of the Company is its registered office. The address for service of the Company by electronic means shall be as notified by the Chief Executive from time to time.

22. **INDEMNITY**

22.1 Subject to the provisions of the Companies Act 2006:

- (a) every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which they may sustain or incur in or about the execution of the duties of their office or otherwise in relation to their office, including without limitation, any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application under sections 661 or 1157 of the Companies Act 2006 in which relief is granted to them by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of their office or otherwise in relation to their office;
- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for each Director against risks in relation to their office as the Directors may reasonably specify including, without limitation, any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company or other liability which may lawfully be insured against by the Company.

23. **DISSOLUTION**

- 23.1 The Members (or failing resolution by the Members, the Directors) shall at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be given or transferred to:
- (a) some other society, institution or organisation having objects similar to those of the Company and which shall prohibit the distribution of its income and property among its members to an extent at least as great as imposed on the Company by the Articles, or
 - (b) if they cannot be given or transferred in accordance with Article 23.1(a), some charitable object related to the theatre or to the theatrical profession.