



**Authors'  
Licensing and  
Collecting  
Society**

# Memorandum and Articles of Association

of the

**AUTHORS' LICENSING AND COLLECTING SOCIETY (ALCS)**

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6th Floor, International House, 1 St Katharine's Way, London E1W 1UN

+44 (0)20 7264 5700

[alcs@alcs.co.uk](mailto:alcs@alcs.co.uk)

[alcs.co.uk](http://alcs.co.uk)

## THE COMPANIES ACTS 1948 TO 1985

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

#### MEMORANDUM OF ASSOCIATION OF AUTHORS' LICENSING AND COLLECTING SOCIETY LIMITED

(As altered by Special Resolutions passed 20th October 1978, 20th July 1987, 7th October 1987, 22nd June 1992, 11th November 1999 and 24<sup>th</sup> November 2022)

1. The name of the Company is:- 'AUTHORS' LICENSING AND COLLECTING SOCIETY LIMITED'
2. The Registered Office of the Company will be situated in England.
3. The objects for which the Company is established are:-
  - a) To collect, administer and distribute the proceeds of lending rights, reprographic rights and all or any other rights whatsoever, whether or not in the nature of copyright (hereinafter referred to as 'the Rights') in works of all kinds throughout the world for the benefit of the originators and other proprietors thereof either as individuals or collectively and for the advancement of literature, education and the arts.
  - b) To exercise and enforce on behalf of the Members of the Company and others being the authors of any literary or dramatic works, the composers of any musical works, the originators of any artistic works, the producers of any sound recordings or the owners of or being otherwise howsoever entitled to the benefit of or interest in the Rights in such works (hereinafter called 'the proprietors') all the rights and remedies of the proprietors by virtue of any legislation or other legal authority or otherwise howsoever regarding the Rights in respect of the exploitation or use in any way of such works.
  - c) In the exercise or enforcement of such rights and remedies to make and from time to time rescind alter or vary any arrangements and agreements with respect to any such exploitation of such works in regard to the mode, periods or extent in for or to which and the terms on which any such exploitation of such works may be made or employed, and to collect, and receive and give effectual discharges for all royalties, fees and other moneys payable under such agreements or arrangements or otherwise in respect of any such exploitation by all necessary actions or other proceedings and to recover such royalties, fees and other moneys, and to restrain and recover damages for the infringement by means of any such exploitation as aforesaid of the lending rights or copyrights of such works or any other rights of the proprietors of the Company on their behalf in respect of such works, and to release, compromise or refer to arbitration any such proceedings or actions or any other disputes or differences in relation to the premises.
  - d) To obtain from the proprietors such assignments, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to exercise and enforce its own name or otherwise all such rights and remedies as aforesaid and to execute and do all such assurances, agreements and other instruments and acts as may be deemed necessary or expedient for the purpose of the exercise or enforcement by the Company of such rights and remedies as aforesaid.
  - e) To make and from time to time alter or vary any rules for regulating (1) The mode in which the works of the proprietors are to be communicated or declared by them to the Company; (2) The mode in which the periods or period for which, and the conditions under which the proprietors

are to authorise the Company to exercise and enforce the rights and remedies aforesaid of the proprietors in respect of such works as aforesaid; (3) The mode and shares in which and the times at which the net moneys received by the Company in respect of any such works aforesaid are to be divided and apportioned among the proprietors interested therein respectively; (4) The provision either directly or through trusts or associations, of gratuities, donations or pensions for Members or ex-Members of the Company, or their spouses, widows, widowers, families or dependants; and (5) The administration of the property or business of the company and any matters incidental thereto.

- f) To distribute the net moneys received by the Company in the exercise of the foregoing powers, after making provision thereout for the expenses and liabilities of the Company incurred in such exercise or in otherwise carrying out the purposes and operations of the Company and for any contributions or payments for any of the purposes specified in the next following sub-clause hereof, amongst the proprietors entitled thereto in accordance with the rules to be for the time being in force with respect to the distribution thereof.
- g)
  - (i) to grant gratuities, donations, pensions and emoluments to any Member or ex-Member of the Company or any Member or ex-Member of the Board or any person at any time in the employment of the Company or engaged in any business, required by the Company and the spouses, widows, widowers, families and dependants of any such persons.
  - (ii) to establish, support, subscribe to and aid in the establishment and support of funds, trusts, associations or institutions calculated to benefit Members or ex-Members of the Company or persons employed by or having dealings with the Company;
  - (iii) to subscribe money for the relief of distress caused by natural disasters or other exceptional calamities;
  - (iv) to make payment by way of loan or gift or on such terms as may be thought fit for any purpose conducive to the improvement or advancement of the creation, teaching or performance of literary, dramatic, musical or artistic works or the research into or development of science, technology and law or any of them and whether or not related to the rights or interests or potential rights or interests of the proprietors of works as aforesaid, or to or for the benefit of any society, association or company whose objects shall include any such purpose; and
  - (v) to receive contributions, subscriptions or donations for any of the aforesaid purposes from Members of the Company, employees or others.
- h) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated, directly or indirectly, to enhance the value of or render profitable any of the property or rights of the Company or proprietors.
- i) To acquire or undertake the whole or any part of the business, property or liability of any person or company carrying on any undertaking or business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- j) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, association or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to amalgamate with or become affiliated to any such association or company, and to lend money to, guarantee the contracts of or otherwise assist any such person, association or company, and to take or

- otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- k) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
  - l) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
  - m) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its undertaking or business.
  - n) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
  - o) To lend money to such persons and on such terms as may seem expedient and in particular to Members and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
  - p) To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem, or pay off any such securities.
  - q) To remunerate any person or company for services rendered or to be rendered in placing or guaranteeing the placing of any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
  - r) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.
  - s) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
  - t) To adopt such means of making known the operations of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by publication of books and periodicals.
  - u) To procure the Company to be registered or recognised in any foreign country or place.
  - v) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
  - w) To appoint any agent or agents for the collection and recovery of any moneys receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any such powers.
  - x) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
  - y) Provided nevertheless that the objects of the Company shall not extend to any of the purposes mentioned in Section 28 of the Trade Union and Labour Relations Act 1974.

And it is hereby declared that each of the objects hereinbefore mentioned shall wherever and in so far as the context and subject admit be regarded as an independent object, and in no wise shall be limited or

restricted by reference to or inference from the name of the Company or any other paragraph or otherwise howsoever.

4. The liability of the Members is limited.
5. Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up during the time that he is a Member or within one year afterwards, for the payment of debts and liabilities of the Company contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

### **Names, Addresses and Descriptions of the Subscribers**

**Lord Willis of Chislehurst**

5 Shepherds Green  
Chislehurst, Kent  
Author

**Brigid Antonia Brophy**

3/185 Old Brompton Road  
London SW5 0AN  
Author

**Colin Henry Spencer**

44 Lonsdale Square  
London N1  
Author

**Elizabeth Jane Howard**

Garden House, Flask Walk  
London NW3  
Author

**Raymond Leonard Jenkins**

187 Pitshanger Lane  
London W5  
Scriptwriter

*Dated the 10th day of March 1977*

WITNESS to the above signatures:-

**Eva Figes**

24 Fitzjohns Avenue  
London NW3  
Author

**Michael Vincent Levey**

3/185 Old Brompton Road  
London SW5 0AN  
Director: National Gallery

**Maureen Patricia Duffy**

8 Roland Gardens  
London SW7  
Author

# **THE COMPANIES ACT 1985 A PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

## **ARTICLES OF ASSOCIATION OF AUTHORS' LICENSING AND COLLECTING SOCIETY LIMITED**

1. In these Articles, unless there is something in the subject or context inconsistent therewith:-
  - i. '2006 Act' means the Companies Act 2006 including any statutory modification or re enactment thereof for the time being in force.
  - ii. 'the Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force.
  - iii. 'Affiliated Society' means any of the societies in countries outside the United Kingdom affiliated to the Company or to which the Company itself is affiliated or which is affiliated in common with the Company to another society or which is associated by contract or otherwise howsoever with the Company.
  - iv. 'the Company' means the above-named Company.
  - v. 'distribution' means any distribution which may, pursuant to the Rules be made among the Members and Affiliated Societies out of the monies received by the Company in respect of the exercise of their rights, licence or authority granted by them to the Company and 'distributed' and 'distributable' have corresponding meanings.
  - vi. 'lending right' in relation to a work, means any right which may be exercised or enjoyed by the owner of the right in respect of the lending of the work by a library to members of the public (irrespective of whether the work is used by the public on or off the premises of the library) but, for the avoidance of doubt, excluding any right administered by the Registrar of Public Lending Right under the Public Lending Right Act 1979 as amended modified or re-enacted from time to time.
  - vii. 'Member' means and includes an Ordinary Member and a Successor Member.
  - viii. 'membership' means membership of the Company.
  - ix. 'off-air recording right', in relation to a work, means the right to make, or authorise the making of, reproductions of the work by making a recording of a received radio or television broadcast which incorporates the work.
  - x. 'the Office' means the registered office of the Company
  - xi. 'Ordinary Member' means a person admitted to membership as a person eligible under paragraph (a) of Article 4.
  - xii. 'performing right' in relation to any work means the right to perform the work in public and the right to broadcast the work excluding the right in any work which has been previously assigned to any society in any country whose principal object is to administer the said right.
  - xiii. 'private copying right', in relation to a work means any right which may be exercised or enjoyed by the owner of the right in respect of the reproduction of the work for personal or non-commercial purposes.
  - xiv. 'Regulations' means the Copyright (Regulation of Relevant Licensing Bodies) Regulations 2014 and any UK subordinate legislation implementing EC Directive 2014/26/EU.

- xv. 'rental right' means the right to issue to the public copies of a work by way of rental and includes the right to claim and receive and make and administer arrangements for remuneration of all kinds (including without limitation so-called equitable remuneration) in respect of rental.
- xvi. 'rental' means any arrangement under which a copy of a work (whether or not included in another work of any description) is made available for use for a limited period of time for direct or indirect economic advantage on terms that it will or may be returned but excludes any arrangement under which a copy of a work is made available (a) for on the spot reference; or (b) for the purpose of performance in public, exhibition broadcasting or inclusion in a communication to the public. 'Copies' in relation to the issue to the public and the rental of copies of a work includes the issue to the public or rental of the original.
- xvii. 'reproduction right', in relation to a work, means the right exercisable anywhere in the world to reproduce or authorise the reproduction of the work by means of any appliance or process capable of producing multiple copies of the work.
- xviii. 'right of communication to the public' in relation to a work, means the right to communicate a work to the public by electronic transmission and includes the broadcasting of the work and inclusion of the work in an interactive service for making a work available to the public by electronic transmission in such a way that members of the public may access the work from a place and at a time individually chosen by them.
- xix. 'Rules' means the rules from time to time made for the purposes mentioned in Clause 3(e) of the Memorandum of Association.
- xx. 'seal' means the common seal of the Company.
- xxi. 'the Subject right' means any right which may be administered by the Company.
- xxii. 'Successor Member' means a person admitted to membership as a person eligible for membership under paragraph (b) of Article 4.
- xxiii. 'work' means any literary, dramatic, musical, artistic work or sound recording.
- xxiv. 'writer' means an author of any literary or dramatic work, the composer of any musical work, the originator of any artistic work or the producer of any sound recording incorporating literary and/or dramatic works.
- xxv. 'United Kingdom' means Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the territorial waters of the United Kingdom and things done in the United Kingdom sector of the continental shelf in the manner and for the purposes as defined in Section 161 of the Copyright, Designs and Patents Act 1988 shall for the purposes of these Articles be deemed to be done in the United Kingdom.

Words or expressions contained in these Articles shall bear the same meaning as in the Act as from the date at which these Articles become binding on the Company.

Words importing the singular number include the plural and vice versa.

Words importing the masculine gender include the feminine.

Words importing persons include corporations.

## MEMBERSHIP

2. For the purpose of registration of the Company the number of members is declared to be unlimited.
3. The members of the Company are:-
  - (a) the Subscribers to the Memorandum of Association;
  - (b) any person who is admitted to membership of the Company.
4. The following persons shall be eligible for admission to membership of the Company:-
  - (a) any writer;
  - (b) any surviving spouse, child or other relative, next-of-kin, beneficiary under the Will or personal representative of a deceased writer, or Member.
5.
  - (a) Any person who is eligible may apply to the Company for admission to membership. Such applications shall be made by the applicant and shall be in such form as the Board shall from time to time prescribe in accordance with the Regulations. The Board may require an applicant to supply such evidence of eligibility as it considers reasonably necessary.
  - (b) Each application shall be considered by the Board or in such other manner as the Board may from time to time direct in accordance with the Regulations. Any applicant who is eligible shall be admitted to membership. If an application for membership is refused the applicant shall be provided with a clear explanation of the reasons for the decision.
  - (c) Any person who is eligible for membership may be admitted to the following categories of membership by the Board, namely:-
    - (i) a person eligible under paragraph (a) of Article 4 may be admitted as an Ordinary Member
    - (ii) a person eligible under paragraph (b) of Article 4 may be admitted as a Successor Member.
  - (d) The categories of membership of the Company may be altered by special resolution of the Members in General Meeting.
  - (e) The Board may in its discretion admit as an honorary member of the Company any person who is not eligible for admission to membership under Article 4.
6.
  - (a) Subject to these Articles, a Successor Member shall have the rights and privileges and shall be subject to the same obligations as an Ordinary Member.
  - (b) In cases where more than one person is admitted to the membership under Article 5(c)(ii) as Successor Members in respect of an individual deceased writer or Member, such persons shall, as a pre-requisite to them being entitled to any further rights under these Articles (including voting rights), provide written notice to the Company nominating one of their number to:
    - (i) cast votes in accordance with these Articles and/or
    - (ii) be eligible as a candidate in the event of an election carried out in accordance with the process set out in Article 50.
  - (c) An honorary member shall have such privileges as the Board, in its discretion, shall from time to time decide that the honorary members, as a class, shall enjoy.



- (d) Subject to these Articles, the rights and privileges of an Ordinary, Successor or honorary member are personal to the member and no member shall be at liberty to transfer his/her membership to any other person.
- 7.
- (a) Every Member shall, on admission to membership of the Company, or at any time thereafter if requested by the Company, assign or cause to be assigned to the Company all the rights administered on his/her behalf by the Company.
  - (b) Every assignment to the Company pursuant to paragraph (a) of this Article 7 shall be in such form as the Board may from time to time prescribe and shall operate for and during the period of the assignor's membership, subject to the provisions of Articles 9 and 10.
  - (c) Subject to paragraph (d) of this Article 7 the categories of rights in each work of a Member to be administered by the Company on behalf of that Member are, in respect of the United Kingdom and the Republic of Ireland and also in respect of countries outside the United Kingdom or the Republic of Ireland (hereinafter referred to as 'overseas countries') to the extent such rights subsist under the laws of the overseas countries and which correspond to the rights administered for the United Kingdom and the Republic of Ireland, howsoever such rights may be described in those laws, the following categories:-
    - (i) the lending right;
    - (ii) the reproduction right in each work;
    - (iii) the private copying right;
    - (iv) the right to communicate the work to the public by any means of re-transmission or rebroadcasting of the work as a simultaneous and unaltered relay of the original transmission.
    - (v) the off-air recording right;
    - (vi) the right to perform the work in public by means of apparatus for receiving visual images or sounds conveyed by electronic means;
    - (vii) the right to communicate the work to the public by means of the satellite broadcasts of the programme services of the BBC Worldwide and others including the terrestrial retransmission thereof;
    - (viii) the right to communicate the work to the public by electronic transmission, capable of or amenable to collective administration;
    - (ix) the rental right;
    - (x) the performing right; and
    - (xi) caching, hosting or storing the work in electronic form in support of the above.
  - (d) The Members in General Meeting may by special resolution decide that the Company shall administer other categories of rights in addition to those mentioned in paragraph (c) of this Article 7:

provided that, subject to paragraph (e) of this Article 7, such a resolution shall not have effect in relation to a person who is a Member when the resolution is passed if, within thirty days from the date of the resolution, the Member serves on the Secretary written notice that he/she does not wish the resolution to apply to the rights in his/her works.

- (e) Pending the assignment of rights to the Company pursuant to paragraph (a) of this Article 7 and in so far as such assignment may not extend to each of the categories of rights administered on his/her behalf by the Company pursuant to this Article 7, every Member by virtue of his/her admission to membership of the Company grants to the Company for and during the period of his/her membership, subject to the provisions of Articles 9 and 10, in his/her name or in that of the Company the power and authority:-
  - (i) to authorise or permit or forbid the exercise of the rights to be administered by the Company on behalf of that Member;
  - (ii) to grant licences on his/her behalf for the exercise of such rights;
  - (iii) to collect fees, subscriptions or monies whether for the authorised use of any of the Member's works, or by way of damages or compensation for the unauthorised use of such works;
  - (iv) to institute and prosecute proceedings against all persons infringing the said rights and if the Company in its discretion thinks fit to defend or oppose any proceedings taken against any Member in respect of such rights and to compound, compromise, refer to arbitration or submit to judgement in any such proceedings, and generally to represent the Member in all matters concerning the said rights;
  - (v) to protect generally the said rights in the Member's works.
- (f) The Company may exercise and enforce the rights of members of any Affiliated Societies pursuant to the terms of any contract now existing or which may hereafter be made between the Company and such Affiliated Societies.
- (g) The Company may accept and act upon the authority of any Member or Affiliated Society to exercise rights in their works to a greater extent than that provided in Article 7.
- (h) The Company may, by providing six months' notice in writing to any Member, decline to exercise the whole or any part of the subject right in any particular work or works of which such Member is the writer or proprietor, and thereupon the provisions of sub-clauses (a) and (e) of this Article 7 shall cease to apply to such right, and any assignment thereof already made to the Company by such Member shall be determined by the Company. Provided always that this right is exercised in accordance with the Regulations and that the Company may at any time, and from time to time, by further notice in writing to such Member, withdraw such notice in respect of all or any of the rights comprised therein, whereupon the provisions of subclauses (a) and (e) of this Article 7 shall again apply to such right or rights.
- (i) A Member may, by providing six months' notice in writing to the Company, withdraw an authorization granted to exercise the whole or any part of the subject right in any particular work or works of which such Member is the writer or proprietor, and thereupon the provisions of sub-clauses (a) and (e) of this Article 7 shall cease to apply to such right, and any assignment thereof already made to the Company by such Member shall be determined by the Company. Provided always that the Member may at any time, and from time to time, by further notice in writing to the Company, withdraw such notice in respect of all or any of the rights comprised therein, whereupon the provisions of subclauses (a) and (e) of this Article 7 shall again apply to such right or rights.

8. The Company may undertake to administer equivalent rights for non-members in accordance with the Regulations and other relevant statutory provisions.
9. (a) On the death of a Member his/her membership shall cease and shall not be transmitted to any other person, but the rights (if any) vested in the Company by such Member, or controlled by the Company by virtue of his/her membership, shall, subject to Article 72, remain so vested or controlled for a period ending on the 31st day of December in the seventh year following the year in which the Member's death took place unless within that period:-
- (i) a Successor Member in respect of such deceased Member shall be admitted to membership of the Company in which case such rights shall remain so vested or controlled for so long as such Successor Member remains a Member; or
  - (ii) a person is elected to membership of an Affiliated Society in respect of the rights of the deceased Member, in which case such rights shall remain so vested or controlled up to the date of such election.

Any payment to which the deceased Member would, if living, have been entitled in accordance with the Rules in respect of any period prior to the admission to membership of the Company of any Successor Member of such deceased Member or any election pursuant to Article 9(a)(ii) shall be made to the Member's personal representative until the date of admission of such Successor Member or the date of election pursuant to Article 9(a)(ii) or until the end of such seventh year as aforesaid, whichever is the earlier date. Upon the admission to membership of any Successor Member as aforesaid, any payment to which the deceased Member would, if living, have been entitled in accordance with the Rules in respect of any period subsequent to such admission shall be made to the Successor Member.

- (b) In the case of a Member being a limited company or a firm, its membership shall cease, in the case of a limited company, in the event of and upon the liquidation of such limited company (other than the voluntary liquidation for the purpose of reconstruction), and, in the case of a firm, in the event of and upon such firm ceasing to carry on business. Upon such liquidation or cessation of business the rights (if any) already vested in the Company by such limited company or firm or controlled by the Company by virtue of the membership of such limited company or firm, shall, subject to Article 72, remain so vested or controlled for a period ending on the 31st day of December in the seventh year following the year in which the liquidation or cessation of business occurred. Any payment to which the limited company or firm would, if it had remained a Member, have been entitled in accordance with the Rules in respect of such period shall be made to the person entitled for time being to receive assets upon liquidation of the limited company or firm.
- (c) The membership of any Member shall ipso facto cease:-
- (i) upon the expiration of the longest period for which copyright subsists by virtue of statute in any country which is either a member of the Berne Union or a party to the Universal Copyright Convention in all of the works in respect of which such Member is entitled to participate in distributions; or
  - (ii) in the case of any Member, being an executor or administrator, upon his/her having disposed of all interest in all subject rights which may have vested in him/her as such executor or administrator.

- (d) Any Member may be given notice by the Board determining his/her membership at the expiration of six months from the date of such notice, and his/her membership shall cease accordingly. Such notice shall be in writing and shall be signed by the Secretary or other officer designated by the Board. Provided always that if, before the expiration of such notice from the Board, such Member shall in writing require the Board to submit the question of the continuance of his/her membership to the decision of the Company in General Meeting, he/she shall not cease to be a Member unless and until the Company in General Meeting shall have approved the action of the Board. If the Company in General Meeting shall approve the action of the Board, the Member shall cease to be a Member at the conclusion of such meeting.
  - (e) Any Member may, by giving six months' notice in writing to the Secretary, terminate his/her membership.
10. Subject to the provisions of Article 9 , all rights, privileges and obligations of membership shall cease on the date of cessation of membership. In particular, but without prejudice to the generality of the foregoing, on the cessation of membership of a Member such Member concerned shall cease to have any claims upon the assets of the Company and shall not be entitled to participate in any further distributions, save as to any payment to which he/she may be entitled in accordance with the Rules in respect of any period prior to cessor of membership.

## GENERAL MEETINGS

11. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it. Provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding meeting. To provide members with the greatest opportunity to participate, the Annual General Meeting may be held with such additional means of attendance and participation, including by means of such electronic facility or facilities, as may be determined by the Board
12. All General Meetings, other than Annual General Meetings, shall be called General Meetings.
13. The Board may, whenever they think fit, convene a General Meeting and General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Sections 303 to 305 of the 2006 Act.
14. Subject to the provisions of the Act relating to Special Resolutions, twenty-one days' notice at the least of every Annual General Meeting and fourteen days' notice at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day of the meeting for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in the manner hereinafter mentioned to such persons as are under these presents or under the Act entitled to receive such notice from the Company; but with the consent of all the Members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit.
15. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

## PROCEEDINGS AT GENERAL MEETINGS

16. All business shall be deemed special that is transacted at any General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the Auditors, the election of members of the Board in the place of those retiring by rotation, and the fixing of the remuneration of the Auditors.
17. No business shall be transacted at a General Meeting unless a quorum of Members is present when the meeting proceeds to business. Save as herein otherwise provided, a number of Members personally present totalling either twelve or constituting between them not less than five per cent of the total number of Members for the time being of the Company (whichever shall be the less) shall be a quorum of Members.
18. If within half an hour from the time appointed for the holding of a General Meeting, a quorum of Members is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Chairperson shall appoint, and if at such adjourned meeting a quorum of Members is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum of Members.
19. The Chairperson (if any) of the Board shall preside as Chairperson at every General Meeting, but if there be no such Chairperson, or if at any meeting he/she shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Vice Chairperson shall preside as Chairperson at such General Meeting, but if there be no such Vice-Chairperson or if at any meeting such Vice-Chairperson shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some member of the Board, or if no such member be present, or if all the members of the Board present decline to take the chair, they shall choose some Member of the Company who shall be present to preside.
20. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
21. Subject to Article 26 at all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the Members present in person or by proxy (reference to which herein shall be deemed to include the electronic equivalent as set out in Articles 30 and 31) entitled to vote, unless before or upon the declaration of the result of the show of hands, a poll (or the electronic equivalent) be demanded in writing by the Chairperson or by at least two Members present in person or by proxy and entitled to vote, or by a Member present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll (or the electronic equivalent) be so demanded a declaration by the Chairperson of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to the effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour or against that resolution.

22. Subject to the provisions of Article 23, if a poll (or the electronic equivalent) be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairperson of the meeting shall direct and the result of the poll (or the electronic equivalent) shall be deemed to be the resolution of the meeting at which the poll (or the electronic equivalent) was demanded.
23. No poll (or the electronic equivalent) shall be demanded on the election of a chairperson of the meeting, or on any question of adjournment.
24. In the case of an equality of votes, whether on a show of hands or on a poll (or the electronic equivalent), the Chairperson of the meeting shall be entitled to a second or casting vote.
25. The demand of a poll (or the electronic equivalent) shall not prevent the continuance of a meeting for the transaction of any business other the question on which a poll (or the electronic equivalent) has been demanded.

### **VOTES OF MEMBERS**

26. Subject to these Articles, every Member shall have one vote.
27. A Member who is a patient within the meaning of the Mental Health Act 1983 may vote, whether on a show of hands or on a poll (or the electronic equivalent), by his/her receiver or curator bonis.
28. Save as herein expressly provided, (and in particular under paragraph (b) of Article 6) no person other than a Member duly appointed and who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of this membership shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member entitled to vote on any such question, at any General Meeting.
29. Votes may be cast either personally or by proxy.
30. The instrument appointing a proxy shall be in writing under the hand of the appointor or his/her attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf or, in each case, the electronic equivalent as may be determined by the Board and made available to the Members.
31. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notorially certified copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in accordance with the procedure for the electronic equivalent as may be determined by the Board and made available to the Members, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of three months from the date of its execution, subject to the procedure for any electronic equivalent as above.
32. A vote given in accordance with the terms of an instrument of proxy or the procedure for any electronic equivalent as above shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the office one hour before the time fixed for the meeting.

33. Subject to the form of any electronic equivalent as above, any instrument appointing a proxy shall be in the following form or as near thereof as circumstances will admit:-

'I ..... of .....

a Member of the Authors' Licensing and Collecting Society Limited hereby appoint

.....

of ..... and failing him, .....

of ..... to vote for me and on my behalf at the Annual General Meeting or General Meeting, as the case may be, of the Company to be held on the ..... day of ..... 20.... and at every adjournment thereof.

As witness my hand this ..... day of ..... 20....'

34. Any alteration to these Articles is a matter reserved to the Members general meeting and may only be undertaken if approved by the Members passing a special resolution in respect of the same.

## BOARD OF DIRECTORS

35. (a) The Board shall consist of not more than 11 directors and no fewer than 9 and in any event must include:
- (i) A majority of directors (excluding (ii) and (iii) below) who are Ordinary Members elected by the Members in accordance with these Articles;
  - (ii) The Chairperson of the Company;
  - (iii) The Chief Executive of the Company.
- (b) Every election by the Members shall be for a period terminating on the date of the third Annual General Meeting following the announcement of the result of the election.
- (c) In addition to the Chairperson and the Chief Executive, the Board may at its discretion separately appoint up to three directors to sit on the Board ('Appointed Directors'). Appointed Directors shall be appointed by the Board to hold office for individual periods of up to three years. At the conclusion of a period of appointment, the Board may at its discretion renew the appointment for a further term. An Appointed Director who has served consecutive terms of appointment amounting to a cumulative period of six years shall not be eligible for re-appointment until one further year has elapsed. Any appointment or re-appointment made pursuant to this Article shall be subject to approval by the members at the next Annual General Meeting immediately following such appointment or re-appointment.
- (d) The members of the Board shall be entitled to such remuneration as the Members in General Meeting may determine including approving any proposal of any duly appointed Remuneration Committee of the Company and unless agreed otherwise such remuneration shall be deemed to accrue from day to day.
36. The first members of the Board shall be appointed by the subscribers to the Memorandum of Association.
37. The Board may from time to time and at any time appoint any Member of the Company as a member of the Board to fill a casual vacancy amongst the Board members elected by the Members. Any Member so appointed shall retain his/her office only until the next Annual General Meeting but he/she shall be eligible for re-election PROVIDED THAT if a ballot shall be

necessary under the provisions of Article 50 he/she shall retain his/her office until the date of the relevant list certified by the Auditors under the provisions of paragraph (h) of Article 50. Any Member re-elected pursuant to this Article shall be treated as having been elected pursuant to sub-paragraph (i) of paragraph (a) of Article 35 and shall be elected for the period set out in paragraph (b) of Article 35.

## **POWERS OF THE BOARD OF DIRECTORS**

38. The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these presents or the Rules or the Regulations required to be exercised or done by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
39. The members for the time being of the Board may act notwithstanding any vacancy in their body; provided always that in case the members of the Board shall at any time be or be reduced in number to less than minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Board for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.
40. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the last preceding or any other Article the Board shall have the following powers, with the support and assistance where necessary of those managing the business of the Company, namely:-
  - (a) to expend the funds of the Company in such manner as they shall consider most beneficial to the purposes of the Company and to invest in the name of the Company or in the names of the trustees such part thereof as they shall see fit, and to direct the sale or transfer of any such investments, and to expend the proceeds of any such sale for the purposes of the Company;
  - (b) to acquire in the name of the Company or in the names of the trustees, build upon, pull down, rebuild, add to, alter, repair, improve, sell or dispose of, or otherwise deal with any land, buildings or premises for the use of the Company;
  - (c) to enter into contracts on behalf of the Company;
  - (d) to make, and from time to time repeal or alter, the Rules, regulations as to the management (including any risk management policy) of the Company and the affairs thereof, and as to the duties of any officers or servants of the Company, and as to the conduct of business by the Board or any sub-committee and as to any of the matters or things within the powers or under the control of the Board, provided that the same shall not be inconsistent with the Memorandum or these Articles or the Regulations;
  - (e) generally, to do all things necessary or expedient for the due conduct of the affairs of the Company not herein otherwise provided for;

Provided that the distribution, non-distribution and investment of, and deductions from, all moneys received by the Company in respect of the rights administered by it on behalf of its Members (including any income arising from investment of such moneys) shall be made in accordance with Rules regulating the basis: (i) on which the amounts to be distributed to each Member are to be calculated, and the manner and frequency of each distribution; (ii) on which non-distributable amounts are retained and used; (iii) of general investment policy and (iv) of



general policy on deductions, such Rules being made by the Board and approved by the Members in General Meeting and their implementation (along with the implementation of other decisions of the Members and the activities and performance of those managing the business of the Company generally) being monitored by the non-executive members of the Board.

41. All moneys received by the Company in respect of the exercise of the rights, licence or authority granted to the Company by the Members and the Affiliated Societies shall subject to Article 38 be distributed or otherwise dealt with by the Board in accordance with the Rules.

### **THE SEAL**

42. The Board shall provide for the safe custody of the seal which shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least two members of the Board and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any person entering into any bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

### **DISQUALIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS**

43.

The office of a member of the Board shall be vacated:-

- (a) if a receiving order is made against him/her or he/she makes any arrangement or composition with his/her creditors;
- (b) if he/she becomes of unsound mind;
- (c) in the case of a director elected by the Members if he/she ceases to be a Member of the Company;
- (d) if by notice in writing to the Company he/she resigns his/her office;
- (e) if he/she ceases to hold office by reason of an order made under The Company Directors' Disqualification Act (1986);
- (f) if he/she is, without permission of the Board, absent from three consecutive Meetings of the Board;
- (g) if he/she is removed from office by notice addressed to him/her at his/her last known address and signed by a 75% majority of the members of the Board (without prejudice to any claims for damages which he/she may have for breach of any contract of service between him/her and the Company); or
- (h) If he/she dies.

44. No member of the Board shall be required to vacate office or be ineligible for re-election or re-appointment as a member of the Board and no person shall be ineligible for appointment as a member of the Board by reason only of his/her having attained any particular age.

45. A member of the Board shall not be disqualified by his/her office from entering into contracts, arrangements, or dealings with the Company nor shall any contract, arrangement or dealing with the Company be voided, nor shall a member of the Board be liable to account to the Company for any profit arising out of any contract, arrangement or dealing with the Company by reason of such member of the Board being a party to or interested in or deriving profit from any such contract, arrangement or dealing and being at the same time a member of the Board of the Company provided that such member of the Board discloses to the Board at or before the time when such contract, arrangement or dealing is determined upon, his/her interest

therein, or, if his/her interest be subsequently acquired, provided that he/she, on the first occasion possible, discloses to the Board the fact that he has acquired such interest. But no member of the Board shall vote as a member of the Board at any Board meeting in regard to any contract, arrangement or dealing in which he/she is interested or upon any matter arising thereat, and if he/she shall so vote his/her vote shall not be counted, nor shall he/she be reckoned for the purpose of constituting a quorum of the Board. The members of the Board may, in accordance with the provisions of Article 46, authorise any matter proposed to them by any Board member which would, if not authorised, involve that Board member breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest.

46. The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the 2006 Act:

- (a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;
- (b) an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time;
- (c) a director must comply with any obligations imposed on him by the directors pursuant to any authorisation; and
- (d) a director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him within the meaning of section 252 of the 2006 Act) derives from or in connection with any matter authorised by the directors and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

If a matter, or office, employment or position, has been authorised by the directors in accordance with section 175 of the 2006 Act, then the director in question shall not be required to disclose to the Company any confidential information relating to such matter, or such office, employment or position, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position.

#### ROTATION OF THE ELECTED MEMBERS OF THE BOARD OF DIRECTORS

47.

At each Annual General Meeting those of the elected members of the Board who have come to the end of their period of appointment as referred to in Article 35(b) shall retire from office.

48. A retiring member of the Board shall retain his/her office until the dissolution or adjournment of the meeting at which his/her successor is elected.

49. A retiring member of the Board who has served a single period of appointment shall be eligible for re-election for a further term. A retiring member of the Board who has served for two consecutive periods of appointment shall not be eligible for re-election until one further year has elapsed.

50. Every election by the Members of the members of the Board shall be in accordance with the following rules and procedure:-

- (a) No person shall be eligible for election to membership of the Board unless
  - (i) he/she is a Member, and
  - (ii) a nomination form endorsed by not less than two Members and on which the nominated person has himself/herself confirmed his/her willingness to stand for election, has been received by the Secretary, or

(iii) he/she is an elected member of the Board due to retire at the next ensuing Annual General Meeting, and has signified in writing to the Board that he/she is willing to stand for re-election.

(b) Prior to the Annual General Meeting the Secretary shall prepare a list of all persons who have been duly nominated for such election to the Board, or who are due to retire at the meeting and have signified their willingness to stand for re-election.

(c) If the number of vacancies on the Board is equal to or exceeds the number of persons on the list of persons nominated or seeking re-election the Chairperson of the Annual General Meeting shall, save in respect of any person who before or at the meeting has withdrawn his/her name from the list, declare all persons on the list duly elected to membership of the Board.

(d) If the number of names on the list exceeds the number of vacancies on the Board the Secretary shall instruct an independent body 'the Election Administrator' to initiate the election process by sending by ordinary post or electronic equivalent to each Member a ballot paper or electronic equivalent containing the names of all persons duly nominated, or standing for re-election with instructions as to how the Member to whom the ballot paper or electronic equivalent has been addressed shall record his/her votes thereon, and how the ballot paper or electronic equivalent should be returned or uploaded or how he or she may communicate/record his/her votes by telephone or other means.

(e) Every Member shall return or upload his/her ballot paper or electronic equivalent with his/her votes duly recorded thereon or shall communicate his/her votes by telephone or as otherwise provided for above to the Election Administrator so that it reaches them not more than twenty-one days after the date on which the ballot paper or electronic equivalent was despatched to him/her, and any ballot paper or electronic equivalent or other permitted communication reaching the Election Administrator after this date shall be disregarded.

(f) Each ballot paper or electronic equivalent and each other permitted communication shall be in such form or manner that when it has been completed and returned or uploaded or otherwise communicated to the Election Administrator by the voting Member it is not possible for the Election Administrator to identify the identity of the Member, provided however that it shall be possible for the Election Administrator to be satisfied that it was a valid ballot paper or electronic equivalent validly issued for the purposes of the election, and was completed by the Member to whom it had been issued or a permitted communication by a Member to whom such a ballot paper or electronic equivalent had been issued.

(g) Immediately after the receipt of all ballot papers or their electronic equivalent and all other permitted communications the Election Administrator shall count the votes and prepare a certified list showing the number of votes received by each candidate for election.

(h) The candidates equal in number to the number of vacancies to be filled and who individually receive the greater number of votes shall be deemed to have been elected with effect from the date of the list certified by the Election Administrator; and the Secretary shall at once notify each Member elected prior to announcing the result at the Annual General Meeting.

#### PROCEEDINGS OF THE BOARD OF DIRECTORS

51.

The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, five shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the meeting shall have a second or casting vote.

52. A member of the Board may, and on request of a member of the Board the Secretary shall, at any time, summon a meeting of the Board by notice served upon the several members of the Board and the President.

53. (a) The Board shall from time to time elect to hold office for a term of up to three years (such term to be renewable at the sole discretion of the Board):

(i) a Chairperson who shall be entitled to preside at all meetings of the Board at which he/she is present; and

(ii) any one of their number to be Vice-Chairperson (whose duties shall be determined by the Board at their sole discretion) who shall subject to Article 53(a)(i) be entitled to preside at all meetings of the Board if there is no current Chairperson of the Company or if at any meeting of the Board the Chairperson be not present within five minutes after the time appointed for holding the meeting and willing to preside, but if no such Vice-Chairperson be elected or if at any meeting the Vice-Chairperson be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Board present shall choose one of their number to the chair of the meeting.

(b) The Board shall have complete discretion to remove the Chairperson and/or the Vice-Chairperson from their respective office for whatever reason.

(c) If a member of the Board shall also be the Chairperson or the Vice-Chairperson, on the termination of such member of the Board's appointment to the Board, for whatever reason, his/her appointment as Chairperson or Vice-Chairperson shall also terminate at the same time.

54. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.

55. The Board may delegate any of their powers to committees consisting of such member or members of the Board as they think fit, and any committee so formed shall, in the execution of the powers so delegated conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board as aforesaid.

56. All acts bona fide done by any meeting of the Board or of any committee of the Board, or by any person acting as a member of the Board, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board.

57. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Company and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

58. A resolution in writing signed by all the members for the time being of the Board or of any committee of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

59. The Secretary of the Company shall be appointed by the Board for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 161 and 280 of the 2006 Act shall apply and be observed. The Board may from time to time by resolution appoint an assistant or deputy Secretary and any

person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

#### PRESIDENT

60.

The Board may from time to time appoint any person who in their opinion has either rendered outstanding services to the Company, or is otherwise suitable to be Honorary President of the Company. The Honorary President shall not by virtue of his/her office, be deemed a member of the Board or be entitled to any remuneration but shall be entitled to be reimbursed by the Company for any expenditure reasonably incurred in the exercise of his/her office. The Board may determine for what period the Honorary President is to hold office and may for whatever reason remove any existing Honorary President from his/her office of Honorary President.

61. The Honorary President shall be entitled to attend and speak but shall not be entitled to vote at General Meetings of the Company and meetings of the Board solely by virtue of his or her holding such office of Honorary President.

#### ACCOUNTS

62.

The Board shall cause proper books of account to be kept with respect to:-

- (a) All sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures take place;
- (b) All sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of affairs of the Company and to explain its transactions.

63. The books of account shall be kept at the office, or, subject to Sections 388 and 389 of the 2006 Act, at such other place or places as the Board shall think fit in accordance with the Regulations, and shall be open to the inspection of the members of the Board at all reasonable times during business hours.

64. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Company or any of them, and subject to such conditions and regulations the accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours.

65. At the Annual General Meeting in every year the Board shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company), together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force including under the Regulations in respect of conflicts and other matters of transparency and made available to the public in accordance with such requirements) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be read before the meeting as required by the Act.

#### AUDIT

66.

Once at least in every year, the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by properly qualified Auditors.

67. Auditors shall be appointed and their duties regulated in accordance with Part 16 of the Act, the members of the Board being treated as the Directors mentioned in those sections.

#### NOTICES

68.

Any notice to be given to or by any person pursuant to these articles shall be in writing (including the electronic equivalent) except that a notice calling a Board meeting need not be in writing.

69.

Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him/her, shall be entitled to have notices served upon him/her at such address (or such electronic equivalent as may be determined by the Board) , but, save as aforesaid, only members described in the register of members by an address within the European Union shall be entitled to receive notices from the Company.

70. Subject to the articles, any notice or other document (whether in hard copy or electronic form) to be sent or supplied:-

to a member by the Company may be sent or supplied in accordance with and in any way in which the 2006 Act provides for documents or information to be sent or supplied by a company; and

by anyone to the Company may be sent or supplied in accordance with and in any way in which the 2006 Act provides for documents or information to be sent or supplied to a company.

Nothing in Article 69 shall affect any provision of the Act requiring offers, notices or documents to be served on, or delivered to, a member in a particular way.

71. Any notice or other document sent or supplied by the Company to a Member (or other person entitled to receive notice under these articles) shall:-

if sent in accordance with section 1147 of the 2006 Act, including in respect of electronic communications, be deemed to have been received by the intended recipient at the time prescribed by that section;

if sent by post to the intended recipient at his registered address outside the United Kingdom or at an address specified by him for the purpose outside the United Kingdom, be deemed to have been received 72 hours after it was posted provided that it was properly addressed and prepaid as airmail; and

if delivered personally, by hand to or left at a registered address or an address specified for the purpose by the intended recipient, be deemed to have been received by the intended recipient on the day it was so delivered or left.

#### WINDING UP

72.

In the event and upon the winding-up of the Company whether voluntarily or otherwise, at any time, the assets of the Company (other than the rights vested in or controlled by the Company pursuant to these Articles) shall, insofar as they are available for the purpose, be apportioned among the persons who are Members and other persons represented in accordance with Article 8 at the date of such winding-up in the proportions in which such Members received distributions from the Company in

respect of the year ending on the thirty-first day of December immediately prior to such winding up, if no such distribution shall have been made, equally; and the rights (if any) vested in the Company by any Member or controlled by the Company by virtue of his/her Membership, shall revert to such Member of his/her personal representative

Names, Addresses and Descriptions of the Subscribers.

Lord Willis of Chislehurst

5 Shepherds Green

Chislehurst, Kent

Author

Colin Henry Spencer

44 Lonsdale Square

London N1

Author

Raymond Leonard Jenkins

187 Pitshanger Lane

London W5

Scriptwriter

Michael Vincent Levey

3/185 Old Brompton Road

London SW5 0AN

Director: National Gallery

Maureen Patricia Duffy

8 Roland Gardens

London SW7

Author

Brigid Antonia Brophy

3/185 Old Brompton Road

London SW5 0AN

Author

Elizabeth Jane Howard

Garden House, Flask Walk

London NW3

Author

Dated the 10th day of March 1977

WITNESS to the above signatures:-

Eva Figes

24 Fitzjohns Avenue

London NW3

Author