



THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE
CAPITAL**

ARTICLES OF ASSOCIATION

of

BOURNEMOUTH SYMPHONY ORCHESTRA

Incorporated the 22nd day of September 1954

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

OF

BOURNEMOUTH SYMPHONY ORCHESTRA

As amended by special resolution dated 25 January 2010

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

ACE : Arts Council England or such other body as may from time to time supersede or replace ACE and the function and powers of ACE or to whom ACE may delegate its powers

Act : the Companies Act 2006.

Articles : the Company's articles of association for the time being in force.

Assessor : the appointed representative of ACE or such other body as may from time to time supersede or replace ACE and the function and powers of ACE or to whom ACE may delegate its powers.

Auditors : the auditors for the Company for the time being.

Benefactor Authority **Local** : a local authority which contributes to the finances of the Orchestra as defined in article 13

Board : the Board of Directors for the time being of the Company appointed in accordance with the Articles.

BSO : Bournemouth Symphony Orchestra

Business Day : any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.

Clear Days : excluding the date on which the notice is given and excluding the day on which the notice period is due to expire

Commission : the Charity Commission for England and Wales

Company	: Bournemouth Symphony Orchestra company number 00538351
Conflict	: has the meaning given in article 29.1.
Council	: the Council of the Company elected in accordance with the Articles
Directors	: the directors of the Company for the purposes of the Act and the trustees for the purposes of the Charities Act 1960
Elected Member	: an individual who is an elected member of a local authority referred to in Article 13
Eligible Director	: a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)
Employee	: any person who receives remuneration from the Company under a contract of employment and Musicians who receive remuneration from the Company for their services
Interested Director	: as defined in article 29.1
Local Authority	: shall have the meaning ascribed to it in section 2(3) of the Local Government Act 1972
Major Individual Benefactor	: such person, in the sole discretion of the Board is viewed to be as such from time to time
Member	: a member of the Company and “Membership” means membership of the Company
Model Articles	: the model articles for private companies limited by shares contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.
Month	: a calendar month
Musician	: an individual who is engaged for the time being as a musician in the Orchestra whether an employee or under a contract for services
Musician Director	: the individual musician elected by the Orchestra according to Article 20.7.3
Office	: The registered office for the time being of the Company
Officer	: An individual who is an officer or other responsible executive of the Company

Orchestra	: the Bournemouth Symphony Orchestra
President	: the president for the time being of the Company elected pursuant to Article 23
Seal	: the common seal of the Company
Statutes	: the Companies Act 2009 and every other statutory instrument for the time being in force and concerning and affecting the Company
United Kingdom	: Great Britain and Northern Ireland
In writing	: written, printed and lithographed, or partly one and partly another, and other modes of representing or reproducing words in visible form.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1. any subordinate legislation from time to time made under it; and
 - 1.5.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 11(2) and (3), 12, 13, 14(1), (2), (3) and (4), 17(2), 23, 24, 25, 27, 30, 31 38 and 39 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
- 1.9.1. the insertion of the words "for the time being" at the end of article 7(2)(a); and

- 1.9.2. the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Article 30(2)(c) of the Model Articles shall be amended by the deletion of the word two and in its place the insertion of the word three.
- 1.11 Article 1 of the Model Articles shall be amended by the deletion of the words starting with 'for which purpose' up to the full stop and the following shall be inserted 'they are to exercise all the powers of the Company to further to objects set out in article 3'.
- 1.12 Article 9(1) of the Model Articles shall be amended by:
 - 1.12.1. the insertion of the words 'chairman or three' after the word 'Any'; and
 - 1.12.2. the insertion of a clause 9(5) after Article 9(4) of the Model Articles stating 'any Director who is absent from the United Kingdom shall not be entitled to notice except to an address in the United Kingdom left by him specifically for such purpose with the Secretary or the Office if there is no Secretary.

2. LIABILITY OF MEMBERS

In accordance with Model Article 2 the liability of member is limited to £1.00

3. POWERS AND OBJECTS OF THE COMPANY

- 3.1 The Company has the following powers, which may be exercised only in promoting the objects:
 - 3.1.1. To organise, manage, cater at and provide or assist in organising, managing, catering at and providing orchestras, orchestral, instrumental, vocal and choral concerts and performances and meetings and lectures, study circles and similar activities connected with music in any part of the world;
 - 3.1.2. To make use of cinema, radio, television, gramophone and any other device or invention relating to production or reproduction of music;
 - 3.1.3. To foster and encourage the appreciation, furtherance and practice of music by scholarships, studentships, prizes, competitions or any other means for the time being available;
 - 3.1.4. To organise, manage and provide or assist in the organisation, management or provision of any charitable institution or organisation for the teaching of music;
 - 3.1.5. To establish and maintain or assist in establishing or maintaining any pension fund, pension scheme, sick fund, superannuation fund or superannuation scheme for the benefit of employees of the Company or their dependants;

- 3.1.6. To establish and administer a foundation fund or guarantee fund in connection with or for the furtherance of the objects of the Company;
- 3.1.7. To establish and conduct an agency in relation to concerts or other purposes in connection with the carrying out of the objects of the Company;
- 3.1.8. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property (including but without limiting the generality of the foregoing words, musical instruments, music and books) and any rights or privileges which the company may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;
- 3.1.9. To sell, let, mortgage, dispose of or turn to account, hire out and manage all or any of the property or assets of the Company (including the hiring out of any orchestra of the Company) as may be thought expedient with a view to the promotion of its objects;
- 3.1.10. To accept any legacies and donations and to undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects;
- 3.1.11. To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit;
- 3.1.12. To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that monies subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may from time to time be prescribed by law;
- 3.1.13. To establish and support or aid by donation, subscription, guarantee or otherwise in the establishment and support of any charitable associations or institutions or purposes connected with the objects of the Company or calculated to further its objects;
- 3.1.14. To publish and sell any periodical or bulletin in connection with the carrying out of the objects of the Company;
- 3.1.15. To provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust

or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Company; and

- 3.1.16. To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, or Ministry of Education, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Ministry of Education. In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with the same in such manner as allowed by law, having regard to such trusts.

- 3.2 The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Article and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding 8% per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company but so that no member of the governing body of the Company other than a member who is an executive manager in the Company's employ or a musician who is in the Company's employ or who is engaged by the Company under a contract for services shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such governing body, except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company; provided that the provision last aforesaid shall not apply to any salary paid to an executive manager in the Company's employ by virtue of his employment by the Company as an executive manager or to any salary paid to a musician in the Company's employ by virtue of his employment by the Company as a musician or to any fees paid to a musician engaged by the Company under a contract for services by virtue of his services as a musician or to any payment to any company of which a member of the governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment and nothing herein contained shall prevent a member from receiving benefits available to the public.

In addition to the above, nothing in this document shall prevent the payment in good faith by the Company of any premium in respect of any indemnity insurance to cover the liability of the directors, which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission, which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Company.

4. MEMBERS

- 4.1 The Company shall observe sections 113, 114 and 122 of the Act and every Member shall sign either a written consent to become a Member or sign the Register of Members on becoming a Member.
- 4.2 The Register of Members shall also contain a statement in relation to each Member of
 - 4.2.1. the class of Membership to which he belongs; and
 - 4.2.2. the amount of any subscription payable by him and of any composition made by him in respect thereof.
- 4.3 Those persons who are Members at the date of adoption of the Articles and all such other persons as the Board shall admit to Membership in accordance with the provisions of the Articles shall be Members
- 4.4 The Company may from time to time create separate classes of Membership and may determine, amalgamate or vary any class or classes of Membership and the rights attaching to such classes
- 4.5 Members shall pay such subscriptions as shall from time to time be determined by the Board, except employees of the company
- 4.6 All employees of the company shall be considered members automatically, at the initial membership level, without payment of a subscription, and shall remain members so long as they remain employees of the company
- 4.7 The Board may in its discretion determine to waive or accept a reduced subscription from any particular Member or class of Members
- 4.8 A person who desires to become a Member of the Company shall complete such form of application for Membership as the Board shall from time to time prescribe and send it to the Secretary who shall lay it before the Board. The Board shall have power to accept or reject any application and shall not be bound to give their reasons for any rejection. If any difference shall arise among the Board an application shall be rejected unless a majority of the

Directors present and voting upon such application shall vote for its acceptance. The Secretary may forthwith notify each applicant in writing whether his application has been accepted or rejected. On receipt of notice that his application has been accepted a Member shall become liable to pay the subscription applicable to him

4.9 Members who are liable to pay an annual subscription shall pay such subscription upon their admission to membership and upon each anniversary thereof provided that:

4.9.1. any Member may make a voluntary contribution to the funds of the Company but such contribution shall not entitle the Member to additional voting privileges whatsoever; and

4.9.2. a Member who has made any composition for future subscriptions and retires or is expelled from the Company or dies or, being a body corporate, is dissolved shall not, nor shall his personal representatives, be entitled to any repayment in respect thereof;

4.10 Any Member may resign from the Company by giving notice in writing to the Secretary or if there is no Secretary to the Company at any time and thereupon shall cease to be a Member;

4.11 Any Member may be removed as a Member by a resolution of the Board passed by a majority of at least three-fourths of the Directors present and voting at a meeting of the Board of which not less than fourteen days' previous notice specifying the intention to propose such resolution shall have been sent to the Member whose removal is in question and to all the Directors. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the Member whose removal is in question at least seven days before the meeting and he shall be entitled to be heard by the Board at the meeting and to be accompanied by a friend or adviser. On a Member being removed under this Article he shall forfeit all privileges of Membership other than the right to occupy seats at concerts for which he has already paid.

4.12 Membership of a Member shall automatically be determined if he fails to pay any subscription within 3 months of the due date (unless the Board has under Article 4.7 in its resolved to waive or accept a reduced subscription from any Member).

4.13 Nothing contained in the Articles relating to applications for Membership, classes of Membership, subscriptions, removal from Membership, or otherwise howsoever, shall entitle the Board or the Company to discriminate against a Member or Members or against an application for Membership by reason of sex, race, colour, creed, nationality or ethnic origin

5. ADMISSION TO CONCERTS

The Board may at its discretion determine the charges for admission to the Company's concerts and all matters relating to priority booking and complimentary tickets

6. HONORARY OFFICERS

- 6.1 The Board may from time to time create honorary offices or positions of honour and, subject to Article 6.2, make appointments thereto and may create a class or classes of honorary Membership pursuant to Article 6. No person so appointed shall by virtue of his appointment alone be or be required to become a Member or be or become entitled or subject to any of the rights or liabilities of Membership.
- 6.2 No person shall be eligible to be appointed to any honorary office or position of honour or to honorary Membership unless that person shall have rendered conspicuous service to music or a signal benefit to the Company in the fulfilment of its objects or whose appointment would be for the advantage of the Company or the furtherance of its objects.
- 6.3 Any person appointed to honorary office may at any time resign that office by notice in writing sent by post or delivered to the Secretary or if there is no Secretary to the Office.

7. ANNUAL GENERAL MEETINGS

- 7.1 The Company shall in each calendar year hold a meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the Annual General Meeting as such in the notices calling it.
- 7.2 No more than 15 months shall elapse between the date of one Annual General Meeting and the next Annual General Meeting.
- 7.3 The Annual General Meeting shall be held at such time and place as the Board shall appoint.
- 7.4 An Annual General Meeting shall be called by not less than 21 Clear Days notice in writing unless all members entitled to attend and vote at the Annual General Meeting agree to shorter notice.

8. GENERAL MEETINGS

- 8.1 All meetings other than Annual General Meetings shall be called General Meetings.
- 8.2 Ten members present in person shall constitute a quorum.
- 8.3 If within thirty minutes from the appointed time appointed for the holding of a General Meeting a quorum 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 Chairman shall appoint, and if at such adjourned meeting a quorum is not present within ten minutes from the time appointed for holding the meeting the Members present shall be a quorum.
- 8.4 The Chairman, or failing him, the Deputy Chairman, of the Board shall preside as Chairman at every General Meeting, but if there be no such Chairman or Deputy Chairman, or if at any meeting they shall not be present within five

minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some Director or, if no such Director be present, or if all the Directors present decline to take the chair, some Member who shall be present to preside.

- 8.5 The Chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the 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 thirty 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 any adjournment or of the business to be transacted at an adjourned meeting.

9. VOTING AND PROXIES

- 9.1 Subject as provided below, on a show of hands every Member present shall have one vote and on a poll each Member shall be entitled to vote according to one class of Membership to which he belongs provided that no Member shall have more than one vote notwithstanding that he may be a Member in more than one class or may have paid more than one subscription.
- 9.2 Save as expressly provided in the Articles, no Member other than a Member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his Membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any General Meeting.
- 9.3 Votes may be given on a poll either personally or by proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative appointed as provided by Section 323 of the Act. A proxy need not be a Member.
- 9.4 The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if such appointer is a corporation either under its common seal, if any, or by a director in the presence of an independent witness who attests his signature or by two authorised signatories of the company.
- 9.5 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office 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 the case of a poll, not less than twenty-four hour before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

- 9.6 An appointment under proxy may be revoked by giving notice in writing to the Office not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting.
- 9.7 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 9.8 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

“BOURNEMOUTH SYMPHONY ORCHESTRA”

“I, [NAME]
of [ADDRESS]
“a member of the above named Company
“hereby appoint [NAME]
“of [ADDRESS]
“and failing him, [NAME]
“of [ADDRESS]
“ to vote for me and on my behalf at the (Annual or Extraordinary, or adjourned, as the case may be) General Meeting of the Company to be held on the []
“ day of
“and at every adjournment thereof.
“As witness my hand this day of 200[]

- 9.9 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 9.10 Any corporation which is a Member may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.

10. THE COUNCIL

- 10.1 The Council shall consist of the persons who are appointed as follows:
- 10.1.1. the President;
- 10.1.2. six persons who shall be elected from among the Members at a General Meeting as provided in Article 8;
- 10.1.3. two persons nominated by ACE;

- 10.1.4. one person nominated by each of the following Local Authorities provided that such Local Authorities shall continue to contribute to the finances of the Company:
 - a. Bournemouth Borough Council;
 - b. Poole Borough Council;
 - c. Hampshire County Council; and
 - d. Dorset County Council.
- 10.1.5. one person nominated by each other Benefactor Local Authority, as provided for in Article 13;
- 10.1.6. one person nominated by the BSO Endowment Trust;
- 10.1.7. one person nominated by each major sponsor, corporate donor or charitable trust (other than the BSO Endowment Trust) as provided for in Article 13.2;
- 10.1.8. Individual donors or patrons, as provided for in Article 13.2;
- 10.1.9. two Musicians appointed in accordance with Article 12;
- 10.1.10. up to six persons who may be co-opted by the Council in accordance with Article 15 or such other number as may be decided by the Board and amended through Standing Orders;
- 10.1.11. the Chief Executive;

The continuing members of the Council may act notwithstanding any vacancy in their body.

11. NOMINATIONS PURSUANT TO CLAUSES 10.1.3 TO 10.1.10 INCLUSIVE

The bodies nominating persons to be members of the Council pursuant to Articles 10.1.3 to 10.1.10 (inclusive) shall be entitled to nominate or remove any such person. Any such nomination or removal shall be evidenced by a statement in writing addressed to the Secretary. Any person so appointed shall hold office until he shall resign his office or die or be removed by his nominator.

12. APPOINTMENT OF MUSICIANS

- 12.1 The two Musicians to be appointed pursuant to Article 10.1.9 shall be appointed by vote of the Orchestra players.
- 12.2 Employees who are members of the Council shall not be eligible for election as President or as a Director other than the Musician Director appointed according to Article 20.7.3

13. APPOINTMENT OF LOCAL AUTHORITY REPRESENTATIVES

- 13.1 The Board may invite all Local Authorities within the Company's area of operation which have contributed to the finances of the Company ('Benefactor Local Authorities') to each nominate one Elected Member to be a member of the Council.
- 13.2 The Board may invite Major corporate or charitable supporters of the orchestra who contribute significantly to the finances of the company to nominate a representative to the Council.

14. ELECTION OF MEMBERS TO THE COUNCIL

- 14.1 At the close of business at the Annual General Meeting next after the date when the Articles are adopted by the Company and at each subsequent Annual General Meeting, two members of the Council elected under Article 10.1.2 shall retire from office. The two members of the Council to retire shall be those who have been longest in office since their last election, and as between members of equal seniority those to retire shall, in the absence of agreement between them, be determined by lot. A retiring member of the Council shall be eligible for re-election.
- 14.2 An election of Members as members of the Council under Article 10 to take the place of those retiring shall be conducted in the manner following:
 - 14.2.1. Notice in writing shall be given to the Secretary at least 14 calendar days prior to the date of the Annual General Meeting of the name of each candidate for election, and such notice shall be signed by the proposer and seconder, who shall be Members, and shall be accompanied by a statement in writing signed by the candidate of his willingness to serve if elected;
 - 14.2.2. If more candidates shall be nominated as aforesaid then there are vacancies to be filled, there shall be sent to each Member entitled to attend and vote at the next following Annual General Meeting, along with the notice of meeting, a ballot paper setting out the names of the candidates;
 - 14.2.3. Each Member entitled to attend and vote as aforesaid shall have as many votes in the ballot as there are vacancies to be filled, but shall not be entitled to give more than one vote to any one candidate and votes in excess of one purported to be given to any candidate by any Member shall be disregarded;
 - 14.2.4. Ballot papers when completed shall be signed by the Member and sent by him to the Auditors so as to reach them at least three clear days before the day fixed for the Annual General Meeting. Any ballot paper which is not so received by the Auditors or is unsigned shall be rejected;
 - 14.2.5. The Auditors shall count the votes and shall prepare a statement setting forth the total number of votes given to each candidate, and

at the opening of the Annual General Meeting shall deliver such statement to the Chairman of that meeting who shall report the result of the election to the meeting stating the number of votes cast for each candidate;

14.2.6. In the event of the same number of votes being given to two or more candidates the question of which of them are elected shall, in the absence of agreement between them, be determined by lot;

14.2.7. The Auditors shall preserve the ballot papers until the expiration of twenty-eight days after the Annual General Meeting, but shall not disclose them to any person except under the order of some court of competent jurisdiction.

14.3 If no more candidates are nominated than there are vacancies to be filled no election shall be held, but the candidate or candidates shall be deemed to have been elected.

14.4 If the places of the retiring members of the Council or some of them are not filled, the retiring members or such of them as have not had their places filled shall, if willing to act, be deemed to have been re-elected. As between several retiring members the question of which of them shall be deemed to have been thus re-elected shall, in the absence of agreement between them, be determined by lot.

14.5 No Employee shall be eligible for election to the Council by the Members

15. CO-OPTED MEMBERS OF THE COUNCIL

15.1 The Council may at any meeting of the Council co-opt-up to six persons as a member of the Council or such other number as may be decided by the board and amended through Standing Orders. Any person so co-opted shall retire from office at the first meeting of the Council following the Company's Annual General Meeting, but he shall then be eligible to be co-opted again.

15.2 Nominations for co-option to the Council can be made by any nominated or elected member of the Council, but not by other co-opted members. Such nominees to be notified to the Council no less than 21 days in advance of the Council meeting.

15.3 Nominations shall be ratified by the Council by vote of the members of the Council.

15.4 A co-opted member of the Council shall not be eligible for election to the Board.

16. ROLE OF THE COUNCIL

16.1 The role of the Council is to provide its members as constituted under Article 10 the opportunity to be kept informed of the Company's business and to discuss and advise on matters that relate to the Company's interests and areas of activity.

16.2 The powers, duties and rights of the Council are limited to those outlined in Article 17.

17. THE POWERS, DUTIES AND RIGHTS OF THE COUNCIL

17.1 The powers and duties of the Council shall be limited to the co-option of Council members to the Council in accordance with Article 10 and to the election of four Directors in accordance with Article 20.7.1. The Council shall not have any executive rights, powers or duties

17.2 The Council shall have the right to receive annual budgets and financial and other reports of the Board and to express opinions to the Board on such budgets and reports.

18. PROCEEDINGS OF THE COUNCIL

18.1 The Council will meet normally twice a year, one such meeting being held within 28 days following the Annual General Meeting of the Company.

18.2 The quorum for a meeting of the Council will be ten members of the Council present in person.

18.3 Meetings of the Council will be chaired by the President or, in his absence, by the Chairman of the Board or in his absence any other member of the Council (other than an Employee) who shall be elected to chair the meeting by the members present.

18.4 Each member of the Council shall have one vote. In the event of an equality of votes the chairman of the meeting shall have a casting vote.

19. ATTENDANCE AT COUNCIL MEETINGS

19.1 Any Director who is not also a member of the Council shall be entitled to attend Council meetings as of right.

19.2 The assessors of ACE shall be entitled to attend Council meetings as of right.

19.3 The Secretary of the Company shall be entitled to attend Council meetings as of right.

19.4 Persons attending Council meetings in pursuance of this Article shall not be eligible to vote at any Council meeting.

20. NUMBER AND APPOINTMENT OF DIRECTORS

20.1 The Board shall consist of up to 12 Directors.

20.2 All Directors must be Members and will be appointed for a three year term and must retire at the end of this term.

20.3 A Director may put himself forward for re-appointment for a second term of three years but may normally serve no more than two three year terms, or a total of six years, except as Chairman.

- 20.4 The board may, at its sole discretion, invite a Director who has completed two terms of three years to serve an additional and final third term.
- 20.5 A Director who is Chairman at the time of completion of his second three year term may serve a third term as a Director so long as he continues as Chairman.
- 20.6 A Director who has been appointed for a third three year term pursuant to Article 20.4 and who is Chairman on termination of this third term may serve a fourth and final three year term so long as he continues as Chairman.
- 20.7 Directors will be appointed as follows:
- 20.7.1. Four Directors appointed by the Council who shall be elected or nominated members of the Council and at least two of whom must be Members of the Council elected pursuant to Article 101.2. Co-opted members of the Council will not be eligible for election as Directors;
 - 20.7.2. Directors appointed under this clause shall cease to be Directors if they are no longer members of the Council;
 - 20.7.3. One Director who shall be a Musician appointed by the Board from persons nominated by the Musicians;
 - 20.7.4. Subject to Article 20.1, up to a further seven directors appointed by the Board;
 - 20.7.5. The terms of reference for the appointment of Board members under Article 20.7.4 will be established by the Board through Standing Orders;
 - 20.7.6. No employee of the company can be a director, except the musician appointed under the terms of Article 20.7.3.
- 20.8 A Director appointed by the Council pursuant to Article 20.7.1 who has completed his three year term shall retire from the Board at the end of the first meeting of the Council following the Annual General Meeting.
- 20.9 A Director retiring under this Article shall be eligible for re-appointment to the Board by the Council provided the director has served no more than one previous three year term. The maximum term served by any Director will therefore normally be six years
- 20.10 A Director appointed under this Article who has served two three year terms but who has been invited by the Board to serve a third term shall be eligible for re-appointment by the Council to the Board for a final three year term.
- 20.11 A Director will be eligible for re-appointment to the Board by the Council for a third term of office if he is Chairman of the Board at the time of completion of his second term and so long as he continues as Chairman.

- 20.12 A Director who has been appointed for a third three year term pursuant to Articles 20.4 and 20.10 and who is Chairman on termination of this third term shall be eligible for re-appointment to the Board by the Council for a fourth and final three year term so long as he continues as Chairman.
- 20.13 At the Board meeting next following the Annual General Meeting members of the Board appointed under Article 20.7.5 who have served three years shall retire from office.
- 20.14 A retiring member of the Board appointed under Article 20.7.5 shall be eligible for re-appointment provided that he has served no more than one previous term. Each Board appointed member will therefore normally serve no longer than two consecutive terms or six years as member of the board.
- 20.15 The board may, at its sole discretion, invite a Director who has completed two terms of three years to serve an additional and final third term.
- 20.16 An appointed Board member will be eligible for a third term of office if he is Chairman of the Board at the time of completion of his second term.
- 20.17 A Director who has been appointed for a third three year term pursuant to Article 20.16 and who is Chairman on termination of this third term may serve a fourth and final three year term provided he continues as Chairman for the full duration of this fourth term.
- 20.18 The Chairman and Deputy Chairman of the Board shall be elected by the Board but may not be an Employee. A Director who is an Employee may not chair any meeting of the Board.

21. BOARD MEETINGS

- 21.1 The Assessor shall be entitled to receive notice of and attend all meetings of the Board as of right.
- 21.2 Senior management Employees may be invited to attend meetings of the Board.
- 21.3 A person attending a meeting of the Board pursuant to this Article shall not be eligible to vote at such meetings.
- 21.4 All acts bona fide done by any meeting of the Board, or of any sub-committee of the Board, or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director 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 Director.

22. PROCEEDINGS OF THE BOARD

- 22.1 The Board shall meet not less than six times a year but subject thereto may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and the times and places thereof as they think fit.

- 22.2 The Board members are directors for the purposes of the Companies Acts and the Company's Articles of Association and trustees for the purpose of the Charities Acts and Charity Commission. The directors, subject to the articles or charitable law or company law, hold all the powers necessary to enable them to carry out their functions. The Board shall appoint a Chief Executive and delegate responsibilities for the day to day conduct of the business of the Company to the Chief Executive, who reports to the Board and will seek to implement Board policies.
- 22.3 The Board may from time to time appoint an Honorary Treasurer and such other officers of the Board as the Board may decide and may determine for what period they are respectively to hold any such office.
- 22.4 The Chairman or failing him, the Deputy Chairman, shall be entitled to preside at all meetings of the Board at which he shall be present but if no such Chairman or Deputy Chairman has been elected in accordance with Article 20.18, or if at any meeting the Chairman or Deputy Chairman shall be not present within five minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their number (other than an Employee) to be Chairman of the meeting during the absence of the Chairman or Deputy Chairman.
- 22.5 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 sub-committees, and all business transacted at such meetings and any such Minutes of any such meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts stated in such Minutes.
- 22.6 All acts done by any meeting of the Board or sub-committee thereof, or by any person acting as a member of the Board or sub-committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any member of the Board or sub-committee or person acting as such or that any such member or person was disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board or sub-committee and had been entitled to vote.
- 22.7 For the purposes of these Articles, a conference of the Directors, notwithstanding that at the time it is held the Directors participating in the conference ("the Participating Directors") are not present together in the same place, shall be deemed to constitute a meeting of the Participating Directors provided that:
- 22.7.1. all of the Participating Directors are, at the time of such conference, in direct simultaneous oral communication with each other, whether by way of telephone, audio-visual link or other form of telecommunication, and have agreed to hold the meeting in the manner described in this Article 22; and

- 22.7.2. the meeting is in all other respects duly convened and constituted and for these purposes references in these Articles to meetings of the directors shall, in so far as they relate to the proceedings or powers of the directors, be construed accordingly.

23. THE ROLE OF THE PRESIDENT

- 23.1 The President of the Company shall be appointed by the Board.
- 23.2 The President shall act in an honorary capacity, assisting in promoting the interests of the Company, attending prestigious occasions and chairing meetings of the Council.

24. DIRECTORS UNANIMOUS DECISIONS

- 24.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 24.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 24.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

25. QUORUM FOR DIRECTORS' MEETINGS

- 25.1 Subject to article 25.2, the quorum for the transaction of business at a meeting of directors is any four eligible directors.
- 25.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 29 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 25.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 25.3.1. to appoint further directors; or
- 25.3.2. to call a general meeting so as to enable the members to appoint further directors.

26. CASTING VOTE

- 26.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman or Deputy Chairman or other director chairing the meeting shall have a casting vote.

27. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

27.1 Subject to sections 177(5) as amended by section 181 and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

27.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

27.1.2. shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

27.1.3. shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

27.1.4. may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

27.1.5. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.

28. DIRECTORS' DECLARATION OF INTEREST

28.1 In accordance with section 177 and 182 of the Act a director shall declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

29. DIRECTORS' CONFLICTS OF INTEREST

29.1 The directors may, in accordance with the requirements set out in this article, authorise conflicts of interest which arise because of a duty of loyalty owed to another company, organisation, body or person which would, if not authorised, involve a director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict).

29.2 Any authorisation under this article 6 will be effective only if:

29.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way

- that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- 29.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 29.2.3. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 29.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- 29.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 29.3.2. provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- 29.3.3. provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict;
- 29.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- 29.3.5. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 29.3.6. permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 29.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 29.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 29.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any

information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

- 29.6.1. disclose such information to the directors or to any director or other officer or employee of the Company; or
- 29.6.2. use or apply any such information in performing his duties as a director; or
- 29.6.3. is required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds,

where to do so would amount to a breach of that confidence.

29.7 Apart from as permitted by this article a director is not entitled to derive any financial benefit from a Conflict which has been authorised unless such financial benefit has been specifically authorised by the court or the Commission. .

29.8 A Conflict which cannot or has not been authorised by the Board does not prevent the Commission from authorising such a Conflict.

30. DISQUALIFICATION OF MEMBERS OF THE BOARD

30.1 The office of Director shall be vacated if the Director:

- 30.1.1. ceases to be a Member; or
- 30.1.2. becomes bankrupt or if a receiving order is made against him or if he makes any arrangement or composition with his creditors generally; or
- 30.1.3. ceases to be a director by virtue of any provision of the Ct or is prohibited by law from being a director; or
- 30.1.4. becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 30.1.5. resigns his office by notice in writing to the Company; or
- 30.1.6. is removed from office by a resolution duly passed pursuant to Section 168 of the Act; or
- 30.1.7. is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993; or

- 30.1.8. is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in a manner required by Sections 177 and 182 of the Act;
- 30.1.9. Being a Council elected Director he ceases to be a Council member; or
- 30.1.10. being a nominated Musician Director, he ceases to be a Musician.

31. STANDING ORDERS

- 31.1 The Board shall adopt and may from time to time vary Standing Orders to supplement the provisions of these Articles but so that in the event of any conflict between these Articles and Standing Orders these Articles shall prevail.
- 31.2 Such Standing Orders and amendments shall be published on an annual basis.

32. RECORDS OF DECISIONS TO BE KEPT

- 32.1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

33. APPOINTMENT OF DIRECTORS

- 33.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

34. SECRETARY

- 34.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.
- 34.2 There is no obligation on the Company to have a secretary.

ADMINISTRATIVE ARRANGEMENTS

35. MEANS OF COMMUNICATION TO BE USED

- 35.1 Only Members entitled to vote on a Poll shall be entitled as of right to receive notices of General Meetings.
- 35.2 Nothing in these Articles shall require any notice to be given or copies of any documents to be sent to any person of whose address the Company is unaware.

- 35.3 Any notice or document may be served by the Company on any Member either personally or by sending it through the post in a pre-paid letter addressed to such Member at the registered address as appearing in the Register of Members or to such other address as he may supply to the Company for the giving of notices to him, and any notice so served by post shall be deemed to have been duly served notwithstanding that such Member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy.
- 35.4 A Member described in the Register of Members by an address not within the United Kingdom who has not supplied to the Company an address within the United Kingdom for the giving of notices to him shall not be entitled to receive any notice from the Company
- 35.5 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 35.5.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 35.5.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 35.5.3. if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 35.5.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 35.6 For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.
- 35.7 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act..

36. INDEMNITY

- 36.1 Subject to article 36.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

36.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- a. in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- b. in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

36.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 36.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

36.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

36.3 In this article:

36.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

36.3.2. a "relevant officer" means any director or other officer (as defined in Article 1) or former director or other officer (as defined in Article 1) of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

37. INSURANCE

37.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

37.2 In this article:

- 37.2.1. a "relevant officer" means any director or other officer (as defined in Article 1) or former director or other officer (as defined in Article 1) of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- 37.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 37.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

38. DISSOLUTION

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other society, institution or organisation, having object similar to the objects of the Company and which is established for charitable purposes only.