

MEMORANDUM AND ARTICLES OF ASSOCIATION



SECURE
TICKETS *from*
AUTHORISED
RETAILERS™



MEMORANDUM AND ARTICLES OF ASSOCIATION

THE COMPANIES ACTS 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- OF -

SOCIETY OF TICKET AGENTS
AND RETAILERS

1. The name of the Company is the Society of Ticket Agents and Retailers.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:
 - 3.1 to establish and operate an organisation which is representative of reputable ticket agents in the United Kingdom of Great Britain and Northern Ireland;
 - 3.2 to enhance and promote the public perception of the ticket agency industry;
 - 3.3 to promote good practice and high standards of service to the general public in the ticket agency industry;
 - 3.4 to establish and maintain a Code of Practice between Members and the general public with the object that membership of the Company shall be recognised as a badge of integrity, competence and a high standard of service;
 - 3.5 to promote and develop the general interests of all Members of the Company in their relations with one another and with others in the ticket agency industry;
 - 3.6 to discourage unfair competition without however interfering in any way with initiative and enterprise based on fair trading;
 - 3.7 to promote friendly relations with others in the ticket agency industry and to provide means for negotiations and liaison with other bodies concerned (whether directly or indirectly) with the resale of tickets both in the United Kingdom and abroad;



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- 3.8 to do all such things and to take all such action as may be deemed necessary or expedient to raise the prestige and status of members of the Company;
- 3.9 to promote and advance the education and instruction of persons concerned or intending to be concerned with the ticket agency industry;
- 3.10 to carry on business as a general commercial company.
- 4. In furtherance of the principal objects but not otherwise the Company shall have power:
 - 4.1 to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may appear convenient;
 - 4.2 to construct, maintain and alter any houses, buildings or installations;
 - 4.3 to pay all costs, charges and expenses incurred in connection with the promotion and establishment of the Company;
 - 4.4 to remunerate any person, firm or company rendering services to the Company;
 - 4.5 to accept any gift of property, whether subject to any special trust or not, for any purpose within the principal objects;
 - 4.6 to print and publish any newspapers, periodicals, books or leaflets;
 - 4.7 to sell, lease, mortgage or otherwise deal with all or any part of the property of the Company;
 - 4.8 to borrow and raise money and secure its repayment in any manner;
 - 4.9 to invest the funds of the Company in or upon such investments, securities or property as may be thought fit;
 - 4.10 to give guarantees and indemnities both secured and unsecured in respect of the obligations of any company or person whether or not the Company receives directly or indirectly any consideration or advantage therefrom;
 - 4.11 to undertake and execute any trusts or any agency business which may seem conducive to any of the principal objects;
 - 4.12 to subscribe to any local or other charities, and to grant donations for any public purpose;
 - 4.13 to establish and support, and to aid in the establishment and support of, any other association formed to promote all or any of the principal objects;
 - 4.14 to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Company;
 - 4.15 to purchase or otherwise acquire and undertake all or any part of the property, assets, liability and engagements of any body with which the Company is authorised to amalgamate;
 - 4.16 to transfer all or any part of the property, assets, liabilities and engagements of the Company to any body with which the Company is authorised to amalgamate;
 - 4.17 to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the principal objects.



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5. The income of the Company, from wherever derived, shall be applied solely in promoting the above objects, and no distribution shall be made to its Members in cash or otherwise.
6. On a winding up of the Company all assets of the Company which would otherwise be available to the Members shall be transferred to another body with objects similar to the Company's or another body whose objects are the promotion of charity and anything incidental or conducive thereto (whether or not that body is a member of the Company).
7. The liability of the Members is limited.
8. Every Member of the Company undertakes to contribute such amount as may be required not exceeding £10 to the assets of the Company, in the event of it being wound up while he is a Member or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company, contracted before he ceases to be a Member, and of the costs, charges, and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves.

We, the persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this memorandum of association.



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I. PRELIMINARY

I.1. In these Articles:

I.1.1. **"the Act"** means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

"the Auditors" means the auditors of the Company from time to time; **"the Chairman"** means any person appointed as chairman of the Company pursuant to Article 17;

"clear days" in relation to any notice means the relevant period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"the Code" means the code or codes of practice referred to in Article 22 and includes any code of practice or conduct from time to time produced or approved by the Company and applicable at any relevant time;

"the Company" means Society of Ticket Agents and Retailers;

"the Council" means the council of management for the time being of the Company;

"the Logo" means any logotype which has at any time been approved by the Council or otherwise approved or used by the Company to represent the Company or membership of the Company. In this definition the word

"logotype" includes any logotype, badge, design, mark or other symbol of any nature, whether or not registered in any applicable registry;

"the Register" means the Register of members of the Company;

"the Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"the Sub-Committee" means the sub-committee for the adjudication of breaches of the Code and the Company's articles of association for the time being of the Company; and

"the Treasurer" means any person appointed to perform the duties of the Treasurer of the Company.

I.1.2. Words importing the singular number only include the plural number and vice versa; words importing any gender include any other gender; words importing individuals shall include corporations, partnerships or any other body; and the word "firm" includes any partnership or other unincorporated association.

I.1.3. Save as defined above, and unless the context otherwise requires, words or expressions contained in these Articles have the same meaning as in the Act.

I.2. The Company is established for the purposes expressed in the memorandum of association.



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2. MEMBERS

- 2.1. The Members of the Company shall be the subscriber to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with Articles 3 and 4.

3. MEMBERSHIP GENERALLY

- 3.1. Each Member of the Company shall carry on business within the United Kingdom.
- 3.2. Any person, firm or corporation may apply in writing for membership of the Company in such form accompanied by such information and documents as the Council shall from time to time prescribe, and the Council may if it thinks fit admit such person, firm or corporation to membership accordingly. In the event of refusal of such application, the applicant may appeal in accordance with Article 8 to the Sub-Committee.
- 3.3. All applications for membership shall include an undertaking by or on behalf of the applicant that if the application is refused, no proceedings shall be instituted in any Court of Law arising out of any objections made to such application by any person or body or by the Council unless and until notice of appeal has been given to the Sub-Committee in accordance with Article 8 and the decision of the Sub-Committee on such appeal has been notified to the parties or such appeal has been withdrawn or otherwise disposed of.
- 3.4. The rights and privileges of a Member shall be personal to that member, the members of the relevant firm, or the corporation, as the case may be, and shall not be transferable.

4. ADMISSION TO MEMBERSHIP - QUALIFICATIONS

- 4.1. Members shall be those who have satisfied the Council of each of the following:
- 4.1.1. that they are engaged in the business of selling tickets for any form of entertainment whether by re-sale to the general public or otherwise, or, where they are the operators of entertainment venues, sale direct to the general public;
- 4.1.2. that they operate from within permanent office or retail premises;
- 4.1.3. that their management and finances are such that they will be in a position to comply with the Code in all respects (by the production of such evidence as the Council may, in its discretion, require);
- 4.1.4. that they or their directors or principal shareholders or partners or any other person employed or concerned in the management of the business and each of them are respectable and honest businessmen none of whom is an undischarged bankrupt or has made a composition or arrangement with his creditors or has been an owner or a controlling director of or a partner in a business which has failed to meet its liabilities or has been guilty, in the sole opinion of the Council, of conduct which renders him unfit to be a member;



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- 4.1.5. that they are not trading, and if a corporation, are not registered, under the name or former trading name, or a colourable imitation of such a name, of any former member of the Company which has failed to meet its liabilities; and
- 4.1.6. that they are, in the sole opinion of the Company, reputable and that their membership will add to the goodwill and public image of the Company.
- 4.2. Application shall be made for either full, associate or travel affiliate membership as follows:
 - 4.2.1. where a prospective member is engaged in the re-sale of tickets, the application shall be for full membership; and
 - 4.2.2. where a prospective member is engaged in the re-sale of tickets exclusively or mainly as part of a package which includes hospitality, travel or accommodation, the application shall be for travel affiliate membership; and
 - 4.2.3. where a prospective member, in connection with operating venues of entertainment, is engaged in the sale of tickets directly to the general public, the application shall be for associate membership.
- 4.3. The Council shall have an absolute discretion in determining whether to accept or reject any application pursuant to Articles 3 and 4 and to waive or vary any of the conditions set out in Article 4.1. It shall not be bound to give any reason for its decision. Nothing in these Articles shall, however, entitle the Council to discriminate in any way between applicants by reason of race, colour or creed.

5. OBLIGATIONS OF MEMBERS

- 5.1. Every Member of the Company shall be deemed to have covenanted with the Company to comply with these Articles, the Code and any rules or regulations lawfully made by the Council under these Articles.
- 5.2. Every Member of the Company shall at the request of the Council co-operate with the Council and supply to the Council such evidence as it may reasonably require in order to satisfy itself that the relevant Member is complying with these Articles and the Code.
- 5.3. If, in the case of any Member of the Company which is a firm or corporation, there shall occur a change in its control, the Member shall within fourteen days apply to the Council for continuance of its membership, and shall supply all such information as the Council may reasonably require for the purpose of deciding whether to grant the application. The Council may grant the application either unconditionally or subject to such conditions as it may think fit, or may terminate the membership of such Member after affording to it a period of not less than fourteen days in which to make representations in writing, and after considering such representations. A Member may appeal in accordance with Article 8 to the Sub-Committee from any decision under this provision. For the purpose of this provision a change in control shall mean in relation to a firm a change in the identity of the partners who are for the time being entitled to a majority of its profits,



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and in the case of a corporation a change in the identity of the persons who are for the time being directly or indirectly the beneficial owners of a majority of its equity share capital as defined by the Act, as a result of an acquisition by a person or persons acting in concert. This Article 5.3 shall not apply to any Member whose shares are traded on a recognised exchange.

- 5.4. Every Member shall keep and maintain proper audited accounts.
- 5.5. The Council may at any time and from time to time require any Member to provide security for the protection of customer deposits or pre-payments whether by bond, guarantee, insurance or by any other kind of security, which shall be in such form and for such amount as the Council shall in its discretion consider necessary.
- 5.6. In the event of any bond, guarantee or other security referred to in Article 5.5 proving inadequate to secure the liability of a Member, the Council may require the Member to take out or contribute to the cost of an insurance policy for the purpose of providing further cover.
- 5.7. Each of the Council and the Sub-Committee may require each Member to produce satisfactory evidence to it that it has complied with the requirements of Articles 5.4, 5.5 and 5.6 either in the form of an auditor's certificate or in such other form as it considers acceptable. Without prejudice to any other ground for termination specified elsewhere in these Articles failure to comply with Articles 5.4, 5.5 and/or 5.6 shall be grounds for immediate suspension and/or termination of membership by the Council in accordance with Article 7.

- 5.8. Every Member shall at all times maintain a permanent office or retail address from within which it operates and shall notify the Council in writing of such address. Any change of such address shall be notified to the Council promptly in writing.

6. MEMBERSHIP FEES

- 6.1. Every application for full membership shall be accompanied by a fee of £500 which shall, in all circumstances, be non-refundable.
- 6.2. Every applicant who is accepted by the Company shall, as a pre-condition to becoming a full Member, pay an entrance fee of £500.
- 6.3. The amount of the application fee set out in Article 6.1 and of the entrance fee set out in Article 6.2 may at any time and from time to time be altered by the Council.
- 6.4.
 - 6.4.1. Every Member shall pay to the Company an annual subscription (including in respect of the first year of membership) of such amount as the Council may from time to time prescribe.
 - 6.4.2. The annual subscription shall be payable by reference to each calendar year commencing 1 January and shall be due and payable in one sum either on or on the first working day after such date in each year, or by such instalments as the Council may from time to time determine.



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6.4.3. A Member who is admitted to membership on or after 1 January in any year and before 1 April in that year shall upon admission pay the whole of the subscription for the then current year. A Member who is admitted to membership between 1 April and 30 June shall pay 75%, 1 July and 30 September shall pay 50% and between 1 October and 31 December shall pay 25% of the subscription for the then current year.

6.5. If any Member of the Company fails to pay his subscription (including any instalment) on the due date and shall also fail to make payment within fourteen days of a written demand or notice from the Company then he shall upon the expiry of that period immediately cease to be a Member of the Company, without the need for any further notice or demand from the Company.

7. TERMINATION OF MEMBERSHIP

7.1. A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. membership shall not be transferable and shall cease on death or, in the case of a corporation on dissolution.

7.2. The Council may, if it thinks fit, summarily terminate the membership of a Member of the Company in any of the following events:

7.2.1. if a Member (being an individual), or, in the case of a firm which is a Member, if a partner in that firm:

7.2.1.1. has a bankruptcy order made against him or enters into a composition or arrangement with his creditors, or has a receiver appointed over all or any part of his property and assets; or

7.2.1.2. cannot, in the opinion of the Council, meet his liabilities;

7.2.2. if a Member (being a firm or corporation):

7.2.2.1. goes into liquidation (not being a voluntary liquidation for the purpose only of reconstruction or amalgamation) or has an administrator or receiver appointed of its undertaking or any part thereof, or enters into any composition or arrangement with its creditors; or

7.2.2.2. cannot, in the opinion of the Council, meet its liabilities;

7.2.3. if a Member or a partner in a firm which is a Member or a director or officer of a Member which is a corporation fails to observe or contravenes any of the provisions of these Articles or of the Code or any of the lawful rules or regulations of the Company for the time being in force (in each case to an extent which the Council, in its absolute discretion, considers to be material, either on its own, or when taken with any previous conduct of the relevant person or Member) or is guilty, in the opinion of the Council, of conduct which unfits him or the firm or corporation of which he is a partner or director or officer to continue as a Member;

7.2.4. if a Member ceases to fulfil all the conditions and qualifications for membership contained in these Articles;

7.2.5. if in the opinion of the Council any change has occurred in the status, nature or condition of a Member, or of a partner in a firm which is a Member or of a director or officer of a corporation which is a Member which unfits him or such firm or corporation to continue as a Member.



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7.3. If, in the exercise or contemplated exercise of its powers under Article 7.2, the Council considers that termination of membership would be an excessive penalty, then it may in its absolute discretion fine any Member; and/or suspend any Member from membership for a period of not less than twenty-one days; and/or require from any Member such undertakings as to due compliance with these Articles and the Code as it may think fit; and/or administer a reprimand to any Member. If a breach of any such undertaking is established to the satisfaction of the Council at any subsequent hearing convened on notice to the Member concerned giving details of such alleged breach, or if any such fine is not received by the Company within fourteen clear days from the date upon which notification of the fine was given to the Member by the Council, membership of the Company shall immediately terminate without further notice.

7.4. On ceasing to be a Member for any reason whatsoever, the former Member shall not be entitled to recover any part of his subscription paid for the current year, and he shall immediately return to the Company any certificate confirming his membership and any print or copy of the Logo which may have been issued to him and all property of the Company in his possession and shall immediately cease to publicise or display the Logo in any form whatsoever or any reference to his membership of the Company.

8. SUB-COMMITTEE

- 8.1. The Company shall establish the Sub-Committee whose membership shall be drawn from the Council and independent persons, having no financial interest in, or business connection with, the ticket agency industry. The number of Members of the Sub-Committee shall not exceed 10 and at all times independent Members of the Sub-Committee shall be in the majority and provide the Chair.
- 8.2. The Sub-Committee will examine all breaches of the Code and the Company's articles of association from time to time reported to it and discipline Members where it considers such action necessary in accordance with procedures set out in the Code. The Sub-Committee will also consider appeals against any decision by the Council to refuse to admit a person, firm or corporation to the Company or to terminate any membership.
- 8.3. Any person wishing to exercise any right to appeal against any decision of the Council shall, within twenty one days after notification to him of the relevant decision or event, give notice of appeal in writing to the Secretary.
- 8.4. On receipt of such notice together with payment of such fee as the Sub-Committee may from time to time prescribe the Sub-Committee shall convene a meeting to hear such appeal.
- 8.5. The Secretary shall give the appellant not less than fourteen clear days' notice of the time and place of meeting of the Sub-Committee, and shall in such notice inform the appellant that he may attend and make representations to the Sub-Committee.



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- 8.6. The Sub-Committee shall, after hearing such representations as may be made to it, determine the appeal in such manner as in its discretion it thinks fit and shall notify the Council and the appellant in writing of its decision.
- 8.7. The Sub-Committee shall have power to provide for any fee paid by the appellant to be repaid to him wholly or in part.
- 8.8. The Sub-Committee shall regulate its proceedings as it shall from time to time determine with a view to dealing with all appeals promptly and fairly. Subject thereto, decisions of the Sub-Committee shall be final and binding on Members.
- 8.9. Clauses 13, 14, 16.6, 16.7, 16.11 and 16.14 shall apply mutatis mutandis to the Sub-Committee.
- 9.4. Not less than fourteen clear days' notice, or (in the case of an Annual General Meeting or a meeting convened to pass a special resolution) not less than twentyone clear days' notice shall be given to such Members as are entitled to receive notices from the Company and also to its Auditors.
- 9.5. A meeting shall, notwithstanding that it is called by shorter notice than that specified in Article 9.4, be deemed to have been duly called if it is so agreed:
- 9.5.1. in the case of a meeting called as the Annual General Meeting, by all the Members having the right to attend and vote at such meeting; and
- 9.5.2. in the case of any other meeting, by a majority in number of the Members having that right together representing not less than 95 per cent of the total voting rights at that meeting of all the Members.
- 9.6. Every notice of a meeting shall specify the place, the day and the hour of the meeting, and in the case of special business the general nature of such business. The notice convening an Annual General Meeting shall specify the meeting as such, and the notice convening a meeting to pass a special or extraordinary resolution shall specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.
- 9.7. The accidental omission to give notice of any meeting to, or the non-receipt of the notice by, any person shall not invalidate the proceedings at the meeting.
- ## 9. NOTICE OF GENERAL MEETINGS
- 9.1. The Company shall hold an Annual General Meeting in each year in addition to any other meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. All general meetings other than Annual General Meetings shall be Extraordinary General Meetings.
- 9.2. The Council may call an Extraordinary General Meeting whenever it thinks fit, and shall also promptly call an Extraordinary General Meeting in accordance with the Act on the written request of Members holding not less than one-tenth of the voting rights.
- 9.3. Every general meeting shall be held at such time and place in the United Kingdom as the Council may determine.



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10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1. All business at any meeting shall be deemed special with the exception at the Annual General Meeting of the election of Members of the Council and the Chairman, the consideration of the accounts and balance sheet, the reports of the Council and Auditors, and any other documents annexed to the balance sheet, and the re-appointment of retiring Auditors and the fixing of their remuneration.
- 10.2. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Six Members having the right to attend and vote, physically present, shall be a quorum for all purposes. A Member shall be deemed physically present if present in person or if there is present his or its authorised representative, and for the purpose of ascertaining the number of Members physically present at a meeting no Member or authorised representative shall be deemed to be more than one Member.
- 10.3. If within half an hour after the time appointed for the 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 such other date, time or place as the Council may by not less than five clear days' notice appoint. If at such adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting the Members present shall be a quorum.
- 10.4. The Chairman shall, if present, preside as chairman at every general meeting of the Company, and failing him some other member of the Council. If there is no such member of the Council present within ten minutes after the time appointed for holding the meeting, or every such member of the Council is unwilling to act as chairman, the meeting shall choose some Member of the Company present in person or by their authorised representative to be chairman of the meeting.
- 10.5. The Chairman 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 except business which might have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, at least seven clear days' notice of the adjourned meeting shall be given in the same manner as of an original meeting. Subject to this, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

II. VOTES OF MEMBERS

- 11.1. Each registered member will be entitled to one vote (irrespective of the number of additional box offices or outlets that a member company may include in its membership).



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- 11.2. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded either:
- 11.2.1. by the chairman of the meeting; or
- 11.2.2. by at least four Members present and entitled to vote.
- 11.3. Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact.
- 11.4. If a poll is duly demanded, it shall be taken either immediately or at such other time and place and in such manner (including by means of posted polling papers) as the chairman of the meeting directs, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11.5. No poll shall be demanded or taken on the election of a chairman of a meeting or on any question of adjournment of a meeting.
- 11.6. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or the poll is demanded shall be entitled to a further or casting vote.
- 11.7. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the poll is taken.
- 11.8. On a show of hands or a poll taken at a meeting every Member who is present shall have one vote. On a poll taken by post every Member shall have one vote.
- 11.9. Any Member of the Company whether a corporation, a firm or an individual may authorise such person as he or it thinks fit to act as his or its representative at any general meeting, and the person so authorised shall be entitled to vote and otherwise exercise the same powers on behalf of the Member represented as that Member could exercise himself or itself, and a Member whose representative is present at any general meeting shall be deemed to be present himself or itself for all purposes save as otherwise provided by Article 10.2.
- 11.10. All votes shall be given personally (which includes an authorised representative as mentioned in Article 11.8), and not by way of proxy.
- 11.11. An ordinary resolution in writing of the Members is passed by Members representing a simple majority of the total voting rights of eligible Members. A special resolution in writing is passed by a majority of not less than 75% if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution executed by or on behalf of eligible Members who would have been entitled to vote upon it if it had been proposed at a general meeting, at which he was present shall be as effective as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.



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12. COUNCIL MEMBERS

- 12.1. The Council shall consist of the Chairman and nine other persons, each of whom shall be a director of the Company. With the exception of the Chairman, at least three Council Members must be Members. A partner in a firm which is a Member, or a director of a corporation which is a Member, or an employee of any Member, in each case whose name has been registered with the Secretary by the relevant Member, shall himself be deemed to be a Member of the Company (for the purpose of qualification to be a member of the Council, but for no other purpose). No Member of the Company shall, however, provide more than one Council member (including the Chairman).
- 12.2. The election of Council members shall be by the Company biennially by ordinary resolution at the Annual General Meeting falling two years after their appointment. Until the first Annual General Meeting, the members of the Council shall be the Chairman and the subscriber to the memorandum of association. Each such Council member shall retire at the First Annual General Meeting but may, if he is willing, be re-appointed, and the provisions of Articles 12.3 and 12.4 shall apply.
- 12.3. Each Council member shall retire from office at the second following Annual General Meeting of the Company after that at which he was appointed. A retiring Council member may, if he is willing, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the conclusion of the meeting.
- 12.4.
- 12.4.1. If the Company does not appoint at least six members of the Council (in addition to the Chairman) at any Annual General Meeting, then a sufficient number of the retiring Council members shall be deemed to have been reappointed to ensure that there are six continuing Council members. The relevant members deemed to be re-appointed shall be those selected by the Chairman, and in default of such selection, shall be determined by lot.
- 12.4.2. No person other than a Council member retiring at the relevant Annual General Meeting shall be appointed or re-appointed to the Council unless:
- 12.4.2.1. he is recommended by the Council; or
- 12.4.2.2. he has been proposed by a Member of the Company by notice in writing to the Council not less than fourteen clear days before the relevant Annual General Meeting;
- 12.4.3. Notice shall be given not less than seven clear days before the date appointed for each Annual General Meeting of any person (other than any existing Council member wishing to be re-elected) recommended or proposed for appointment to the Council as mentioned in Article 12.4.2
- 12.5. The office of a member of the Council shall be vacated:
- 12.5.1. if he becomes bankrupt or enters into a composition or arrangement with his creditors; or
- 12.5.2. if he becomes of unsound mind; or



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- 12.5.3. if he or the individual, firm or corporation by virtue of whom or which he is deemed to be a Member of the Company ceases to be a Member; or
 - 12.5.4. if by notice in writing to the Council he resigns his office; or
 - 12.5.5. if he ceases to hold office by reason of any order made under the Company Directors Disqualification Act 1986; or
 - 12.5.6. if he is removed from office by a resolution duly passed pursuant to section 168 of the Act; or
 - 12.5.7. if he is absent from meetings of the Council for a consecutive period of four months without reasonable excuse.
- 12.6. If the office of a member of the Council is vacated, the remaining or other members of the Council may continue to act, so long as the number of Council members, including the Chairman, does not fall below four. If the number falls below four then the remaining members of the Council may appoint a replacement or replacements to fill the vacancies on a temporary basis until the next following Annual General Meeting.

13. ALTERNATE COUNCIL MEMBERS

- 13.1. Any Council member (other than an alternate Council member) may appoint any other Council member, or any other person approved by resolution of the Council members and willing to act, to be an alternate Council member and may remove from office an alternate Council member so appointed by him.
- 13.2. An alternate Council member shall be entitled to receive notice of all meetings of Council members and of all meetings of committees of Council members of which his appointor is a member, to attend and vote at any such meeting at which the Council member appointing him is not personally present, and generally to perform all the functions of his appointor as a Council member in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Council member. But it shall not be necessary to give notice of such a meeting to an alternate Council member who is absent from the United Kingdom.
- 13.3. An alternate Council member shall cease to be an alternate Council member if his appointor ceases to be a Council member; but, if a Council member retires but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate Council member made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 13.4. Any appointment or removal of an alternate Council member shall be by notice to the Company signed by the Council member making or revoking the appointment or in any other manner approved by the Council members.
- 13.5. Save as otherwise provided in the Articles, an alternate Council member shall be deemed for all purposes to be a Council member and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Council member appointing him.



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14. COUNCIL MEMBER'S INTERESTS

14.1. Subject to the provisions of the Act, and provided that he has disclosed to the Council members the nature and extent of any material interest of his, a Council member notwithstanding his office:

- 14.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 14.1.2. may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 14.1.3. shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

14.2. For the purposes of Article 14.1:

- 14.2.1. a general notice given to the Council members that a Council member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Council member has an interest in any such transaction of the nature and extent so specified; and

- 14.2.2. an interest of which a Council member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

15. COUNCIL MEMBER EXPENSES

The members of the Council shall be entitled to be repaid by the Company all reasonable travelling (including hotel and incidental) expenses incurred in attending and returning from meetings of the Council.

16. PROCEEDINGS OF THE COUNCIL

- 16.1. The Council shall manage the affairs, business and property of the Company and shall exercise all such powers of the Company as are not vested in any other body by the Act or these Articles.
- 16.2. Without prejudice to the generality of Article 16.1, the Council shall be responsible for:
 - 16.2.1. the administration of the Company, the appointment and control of staff, the leasing and utilisation of premises and the raising, investment and expenditure of funds for the purposes of the Company;
 - 16.2.2. the representation of the Company in its overall dealings with governments, authorities and the general public;



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- 16.2.3. (subject to Article 22) the approval, amendment and promulgation of the Code, and for doing or arranging all acts, matters and things required by or incidental to the operation, maintenance and enforcement of the Code, unless allocated to some other person or body by the Code, including establishing the Sub-Committee;
- 16.2.4. without prejudice to the generality of Article 16.2.3, the administration of any disciplinary or enforcement procedures required by the Code;
- 16.2.5. registering, regulating and safeguarding the use of the Logo; and
- 16.2.6. prescribing, altering or cancelling rules for the regulation of the Company (including the use of the Logo).
- 16.3. The Council may delegate any of its powers to any committee consisting of two or more Council members. Any such delegation shall be made subject to any conditions the Council may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of the Council so far as they are capable of applying.
- 16.4. The Council shall meet not less than six times in every year. The Chairman or the Secretary may at any time and the Secretary shall at the request of any member of the Council call a meeting of the Council.
- 16.5. Subject to the provisions of the Articles the Council may regulate proceedings at Council meetings as they think fit.
- 16.6. Questions arising at a meeting shall be decided by a majority of votes. Each Council member present at the meeting shall have one vote. In the case of an equality of votes the Chairman shall have a second or casting vote.
- 16.7. The Chairman shall, if present, preside as Chairman at every Council meeting and if the Chairman is not present the Council members present shall elect one of their number to be Chairman.
- 16.8. No business shall be transacted at any meeting of the Council unless a quorum is present. Four Council members excluding the Chairman or three Council members including the Chairman shall be a quorum.
- 16.9. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Chairman or Secretary may direct.
- 16.10. The Chairman 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 except business which might have been transacted at the meeting from which the adjournment took place.
- 16.11. Notice of every meeting of the Council shall be given to every Council member provided that any one or more of the Council members for the time being may waive his right to receive notices either generally or in respect of any particular meeting or while absent from the UK.



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16.12. A resolution in writing signed by all the Council members shall be valid and effective as if it had been passed at a meeting of the Council duly convened and held and may consist of several documents in the like form each signed by one or more Council members; but a resolution signed by an alternate Council member need not also be signed by his appointor and, if it is signed by a Council member who has appointed an alternate Council member, it need not be signed by the alternate Council member in that capacity.

16.13. A Council member may participate in a meeting of the Council by means of conference telephone or similar communications equipment whereby everyone participating in the meeting can hear each other at the same time. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting.

16.14. Save as otherwise provided by the Articles, a Council member shall not vote at a meeting of Council members or of a committee of Council members on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

16.15. A Council member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

16.16. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Council member from voting at a meeting of directors or of a committee of directors.

16.17. If a question arises at a meeting of Council members or of a committee of Council members as to the right of a Council member to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Council member other than himself shall be final and conclusive.

17. CHAIRMAN

17.1. The first Chairman shall be appointed by the subscriber to the memorandum of association. He shall retire at the first Annual General Meeting but shall be eligible for re-appointment.

17.2. Subject to Article 17.1, the Chairman shall be appointed by the Company biennially by ordinary resolution at the Annual General Meeting falling two years after his appointment.

17.3. No person other than the current Chairman for the time being (if eligible for reappointment) shall be appointed or re-appointed Chairman unless:

17.3.1. he is recommended by the Council; or

17.3.2. he has been proposed by a Member of the Company by notice in writing to the Council not less than fourteen clear days before the date appointed for the relevant Annual General Meeting

17.4. Notice shall be given not less than seven clear days before the date appointed for each Annual General Meeting of any person (other than the then current Chairman) recommended or proposed for appointment as Chairman as mentioned in Article 17.3.



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- 17.5. The Chairman may, but need not, be a Member of the Company. He will be a director of the Company if he is also a Member, or represents a Member of the Company, but not otherwise.
- 17.6. The Chairman shall hold office until the second following Annual General Meeting after that at which he was appointed. A Chairman shall be eligible for reappointment, but not for more than a third consecutive period of office.
- 17.7. The office of Chairman shall be vacated if any of the events or circumstances set out in Article 12.5 in relation to a Council member occurs in relation to the Chairman.
- 17.8. Any vacancy in the office of Chairman may be filled by the remaining members of the Council by the appointment of a temporary acting Chairman on such terms as they think fit.

18. TREASURER

A Treasurer of the Company may be appointed by the Council for a period of up to two years upon such conditions as it may think fit. Subject to the direction of the Council, the Treasurer shall have overall responsibility for the conduct of all financial matters. A Treasurer shall be eligible for re-election.

19. SECRETARY

The Secretary shall be appointed by the Council for a period of up to two years upon such conditions as it may think fit. A Secretary shall be eligible for re-election. The duties of the Secretary shall include any functions allocated to

him or to any secretariat in the Code.

20. MINUTES

The Council shall ensure that minutes are kept recording:

- 20.1. the members of the Council present at each meeting of the Council; and
- 20.2. all resolutions and proceedings at all meetings of the Company and of the Council.

21. LOGO

- 21.1. Subject to anything to the contrary in the Code or in any rules and regulations made by the Council pursuant to Article 16.2 from time to time, the use of the Logo shall be governed by Article 21.2.
- 21.2. Subject to the terms of any trademark licence required to be entered into by each member by the Council from time to time, Members of the Company may print the Logo on their letterheads and literature, and in any advertisement where it is clearly associated with the Member. Members of the Company may not use or permit the use of the Logo in any other way without the prior written consent of the Council. In particular (but without limitation) no Member may authorise any sub-agent or associate or other person whatsoever to utilise the Logo in any way without the prior written consent of the Council.
- 21.3. Any trade mark licence required to be entered into by the Members shall be terminated automatically on termination of the membership of a Member and the Member shall immediately desist in using the Logo and remove the Logo



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from all its products, packaging, labels, signs, stationery, wrappers, leaflets, brochures or advertising and any other documentation or material containing the Logo.

- 21.4. In the event of the membership of a Member being suspended, the Council or, where such suspension has been implemented by the Sub-Committee, the Sub-Committee shall determine whether the Member shall be entitled to continue to use the Logo and the permitted extent of such use during the period of suspension.

22. THE CODE OF PRACTICE

- 22.1. The Council shall prepare a Code of Practice which it considers suitable for regulating the conduct of Members in their dealings with the general public which shall (subject to Article 22.3) together with any subsequent addition or modification which the Council may approve become binding upon all Members of the Company.
- 22.2. The Council may (whether alone or with any other body, organisation or persons) prepare a Code of Practice which it considers suitable for regulating the conduct of Members in their dealings with other persons involved in the ticket agency industry which shall (subject to Article 22.3) together with any subsequent addition or modification which the Council may approve become binding upon all Members of the Company.
- 22.3. Any such Code of Practice and any such addition or modification as mentioned in Articles 22.1 and 22.2 shall be subject to prior approval by the Company by way of ordinary resolution.

23. ACCOUNTS

- 23.1. The Council shall cause to be kept such books of account as are necessary to exhibit and explain the transactions and financial position of the Company and to give a true and fair view of the state of its affairs.
- 23.2. The books of account shall be kept at the office or (subject to the Act) at such other place as the Council thinks fit, and shall at all times be open to inspection of the members of the Council. No other Member of the Company shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Council or by a general meeting.
- 23.3. The Council shall from time to time in accordance with the requirements of the Act cause to be prepared and to be laid before the Company in general meeting such income and expenditure accounts, balance sheets and reports as shall be requisite.

24. AUDITORS

Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.

25. ELECTRONIC COMMUNICATIONS

- 25.1. Notwithstanding any other provisions of the Articles, anything sent or supplied by or to the Company in pursuance of the Articles may be sent or supplied in any way in which the Act provides for documents or information which are



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authorised or required by any provision of the Act to be sent or supplied by or to the Company.

25.2. Furthermore, any reference to “in writing” or “written” shall include electronic communications (including by way of being made available on a website).

26. NOTICES

26.1. Any notice or document may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter addressed to him at his registered address (being the address from time to time notified to the Company as required by Article 5.8).

26.2. All Members of the Company described in the Register by an address within the United Kingdom shall be entitled to receive notices from the Company.

26.3. Any notice or other document, if served by post, shall be deemed to have been served on the day following that on which the letter containing it was posted, and in providing such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.

26.4. Any notice or document delivered or sent by post to, or left at the registered address of, any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt, or in liquidation or dissolved and whether or not the Company has notice of such death, bankruptcy, liquidation or dissolution be deemed to have been duly served on such member unless his name shall, at the time when

the notice or document is deemed to have been served, have been removed from the Register.

26.5. Any notice or document or information sent or supplied by the Company in electronic form or via a website shall be deemed to have been received by the intended recipient on the day following that on which the notice or document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.



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