

MEMORANDUM AND ARTICLES OF ASSOCIATION



SECURE
TICKETS *from*
AUTHORISED
RETAILERS™

MAY 2022

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 and retailers (together, sellers in the ticket selling industry) in the United Kingdom of Great Britain and Northern Ireland;
 - 3.2 to enhance and promote the public perception of the ticket selling industry;
 - 3.3 to promote good practice and high standards of service to the general public in the ticket selling 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 selling 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 selling industry and to provide means for negotiations and liaison with other bodies concerned (whether directly or indirectly) with the sale or 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 selling 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 or dissolution of the Company all assets of the Company which would otherwise be available to the Members (after provision has been made for all liabilities) 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. Each Member of the Company's liability is limited to £10, being the amount that each Member undertakes to contribute to the assets of the Company, in the event of it being wound up or dissolved while they are a Member or within one year after they cease to be a Member, for payment of the debts and liabilities of the Company, contracted before they cease 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 as appointed from time to time;

“the Chairperson” means any person appointed as Chairperson 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 21 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;

“electronic general meeting” has the meaning given to it in Article 10.3.

“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 Oversight Committee” referred to as the “Sub-Committee” in the Code, means the committee for the adjudication of breaches of the Code and the Company’s articles of association for the time being of the Company;

“the Register” means the Register of members of the Company; and

“the Secretary” means any person appointed to perform the duties of the Secretary 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.

2. MEMBERS

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



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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 (including, without limitation, an email address for service of notice), 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 Oversight 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 Oversight Committee in accordance with Article 8 and the decision of the Oversight 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:
 - 4.1.1.1. engaged in the business of selling tickets for any form of entertainment whether by sale or re-sale to the general public in the UK, or, where they are the operators of entertainment venues, sale direct to the general public in the UK;
 - 4.1.1.2. engaged in a business which is directly or indirectly associated with the selling of tickets in the UK and wish to become members of STAR to support its work;
- 4.1.2. that they are incorporated and have a registered office within the UK and 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 sole 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 business people none of whom is an undischarged bankrupt or has made a composition or arrangement with their 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 them unfit to be a member;
- 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



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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 membership in the appropriate membership category as determined by the Council from time to time.
- 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.
- 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.

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 Oversight Committee from any decision under this provision. For the purpose of this provision a change in control shall mean in relation to a firm or partnership a change in the identity of the partners who are for the time being entitled to a majority of its profits, and in the case of a company / corporation a change in the identity of the persons who are for the time being directly or indirectly the beneficial owners of a



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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 accounts.
- 5.5. The Council may at any 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 Oversight 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 in such 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. Unless the Council at its sole discretion waives or modifies this requirement, every Member shall at all times maintain a permanent UK 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. The Council may at any time require an application for membership to be accompanied by an application fee of such amount as the Council may from time to time prescribe, which shall, in all circumstances, be non-refundable.
- 6.2. The Council may at any time require, as a pre-condition to becoming a full Member, an entrance fee of such amount as the Council may from time to time prescribe, which shall, in all circumstances, be non-refundable.
- 6.3. 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.
 - 6.3.1. 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.
 - 6.3.2. 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.



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6.4. If any Member of the Company fails to pay their 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 they 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' written notice to the Company. Membership shall not be transferable and shall cease on death or, in the case of a corporation on dissolution / winding-up.

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 them or enters into a composition or arrangement with their creditors, or has a receiver appointed over all or any part of their property and assets; or

7.2.1.2. cannot, in the opinion of the Council, meet their 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 them or the firm or corporation of which they are 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 them or such firm or corporation to continue as a Member.

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



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absolute discretion 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 in accordance with any disciplinary procedures as the Council may have in place from time to time and as notified to Members on the STAR website and/or writing. 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, 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 their subscription paid for the current year, and they shall immediately return to the Company any certificate confirming their membership and any print or copy of the Logo which may have been issued to them and all property of the Company in their possession and shall immediately cease to publicise or display the Logo in any form whatsoever or any reference to their membership of the Company.

8. OVERSIGHT COMMITTEE

- 8.1. The Company shall establish the Oversight Committee whose membership shall be drawn from the Council and independent persons, having no financial interest in, or business connection with, the ticket selling industry. The number of Members of the Oversight Committee shall not exceed 10 and at all times independent Members of the Oversight

Committee shall be in the majority and provide the Chair.

- 8.2. The Oversight 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 Oversight 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 them 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 Oversight Committee may from time to time prescribe the Oversight 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 Oversight Committee, and shall in such notice inform the appellant that they may attend and make representations to the Oversight Committee.
- 8.6. The Oversight 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 Oversight Committee shall have power to provide for any fee paid by the appellant to be



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repaid to them wholly or in part.

8.8. The Oversight 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 Oversight 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 Oversight Committee.

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 (including, for the avoidance of doubt, an Annual General Meeting) shall be held at such time and place in the United Kingdom as the Council may determine (including, any electronic general meeting to be held by virtual means).

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 twenty-one 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, whether virtual attendance and/or electronic voting/poll will be permitted (and the method, electronic platform and format of this), 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, and, a notice for an Annual General Meeting shall (if applicable) contain details of any proposal by the Company to hold an online popular vote regarding the appointment of Elected Council Members (in accordance with Article 12.3).



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- 9.7. Any document or information relating to a general meeting may be sent by electronic means.
- 9.8. 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.

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 Chairperson, the consideration of the accounts and balance sheet, the reports of the Council and Accountants or Auditors (as applicable), and any other documents annexed to the balance sheet, and, if the Company is subject to an audit, 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 their 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. The Council may resolve to enable Members to attend a general meeting (including, an Annual General Meeting) hosted on an electronic platform (such meeting being an “electronic general meeting”) to do so by simultaneous attendance by electronic means with no Member necessarily in physical attendance at the electronic general meeting or with Members being in attendance through a combination of physical and electronic means. The Members or their proxies present shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairperson of the general meeting is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending by electronic means who are not present together at the same place may, by electronic means, attend and speak and vote at it and that all Members may participate fully.
- 10.4. 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.
- 10.5. The Chairperson shall, if present, preside as Chairperson at every general meeting of the Company, and failing them 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 Chairperson, the meeting shall choose some



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Member of the Company present in person or by their authorised representative to be Chairperson of the meeting.

- 10.6. The Chairperson 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.
- 10.7. Nothing in these Articles prevents a general meeting being held both physically and electronically.
- 10.8. If it appears to the Chairperson of the general meeting that the electronic platform during a general meeting has become inadequate, then the Chairperson may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at that general meeting up to the time of that adjournment shall be valid.
- 10.9. The Council and, at any electronic general meeting, the chairperson, may make any arrangement and impose any requirement or restriction as is necessary to ensure the identification of those taking part and the security of the electronic communication. In this respect, the Company is able to authorise

any voting application, system or facility for electronic or satellite general meetings as it sees fit.

II. VOTES OF MEMBERS

- 11.1. Each member company or individual 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).
- 11.2. Subject to Article 11.8 below, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless: :
- 11.2.1. a poll is demanded (before or on the declaration of the result of the show of hands) by the Chairperson of the meeting; or
- 11.2.2. a poll is demanded (before or on the declaration of the result of the show of hands) by at least four Members present and entitled to vote; or
- 11.2.3. it has been decided that the general meeting will take place by virtual electronic means and will therefore include a virtual online poll to allow Members to vote on any resolutions proposed and in such circumstances, such poll may be opened prior to the general meeting.
- 11.3. Unless a poll is so demanded or decided, a declaration by the Chairperson 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 pursuant to Article 11.2.1 or Article 11.2.2, such poll shall be taken



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either immediately or at such other time and place and in such manner (including by means of posted polling papers and/or on an electronic platform) as the Chairperson 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 Chairperson 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 Chairperson 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. If a general meeting is solely an electronic general meeting (with no Members physically in attendance) then:
- 11.8.1. any resolution put to the Members at such electronic general meeting shall be voted on by online poll, using such electronic platform as the Council sees fit (in its sole discretion); and
- 11.8.2. such online poll may be opened for voting on by Members prior to the start of the general meeting.
- 11.9. On a show of hands or a poll taken at a meeting every Member who is present shall have one vote. On a poll every Member shall have one vote

- 11.10. Any Member of the Company whether a corporation, a firm or an individual may authorise such person as they or it thinks fit to act as their 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 themselves or itself, and a Member whose representative is present at any general meeting shall be deemed to be present themselves or itself for all purposes save as otherwise provided by Article 10.2.
- 11.11. Subject to article 12.6.4, 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 they were 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.

12. COUNCIL MEMBERS

- 12.1. The Council shall consist of:
- 12.1.1. the Chairperson and nine other persons (each being a "Elected Council Member") and each Elected Council Member shall be a director of the Company; and
- 12.1.2. up to a maximum of eight Co-Opted Council



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Members (and in any event the number of Co-Opted Council Members shall always be one less than the number of Elected Council Members).

- 12.2. With the exception of the Chairperson, at least four Elected Council Members must be Members. A partner in a firm or partnership which is a Member, or a director of a company or 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 themselves 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 Chairperson).
- 12.3. The election of Elected Council Members shall be by the Company once every three years and where there is a Elected Council Member vacancy, the relevant appointment will be at the ultimate discretion of the continuing Elected Council Members. However, in the first instance the Elected Council Members:
- 12.3.1. will request that Members provide nominations as to potential new Elected Council Members (the “Nominated Individuals”); and
- 12.3.2. upon the seconding of a Nominated Individual, that Nominated Individual may be included in an online popular vote; and
- 12.3.3. in the notice for the relevant Annual General Meeting, the notice will inform members of the Nominated Individuals, the number of Elected Council Members positions that are vacant and the fact that Members will be able to vote (with one vote being able to be cast per Member) by way of an online popular vote as to which Nominated Individual(s) should be appointed as a Elected Council Member; and
- 12.3.4. such notice shall also include the date on which the online popular vote will be opened and closed and the format and means of access to the online popular vote so as to allow Members to vote; and
- 12.3.5. upon closure of the online popular vote, the Elected Council Members will inform the Nominated Individuals as to who has been successful (the “Successful Nominee(s)”).
- 12.4. At the Annual General Meeting falling immediately after the online vote carried out in accordance with article 12.3, and notwithstanding that the continuing Elected Council Members retain the ultimate discretion as to such appointments, the Members by ordinary resolution will approve, authorise and/or ratify the appointment of the Successful Nominee(s) as Elected Council Member(s). Until the first Annual General Meeting, the Elected Council Members shall be the Chairperson and the subscriber(s) to the memorandum of association. Each such Elected Council Member shall retire at the First Annual General Meeting but may, if they are willing, be re-appointed, and Article 12.5 shall apply.
- 12.5. Each Elected Council Member shall retire from office at the third Annual General Meeting following the Annual General Meeting at which they were appointed. A retiring Elected Council Member may, if they are willing, be re-appointed but not for more than a second consecutive



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period of office. If they are not re-appointed, they shall retain office until the Company appoints someone in their place, or if it does not do so, until the conclusion of the relevant Annual General Meeting. Where an Elected Council Member has been appointed for two consecutive periods of office, the earliest that such Elected Council Member is eligible for re-appointment is 12 months after their retirement from office. An Elected Council Member can serve any number of periods of office provided such periods are not consecutive.

- 12.6. The Council may, at its discretion, co-opt a maximum of eight additional Council members. Co-opted Council members may or may not be drawn from the wider STAR membership and the Council shall provide a job description for each Co-opted role sought which shall include the expected term of office for such role.
- 12.7. The Council will review co-options from time to time and make such appointments as it considers necessary and for such duration at the Council's sole discretion. Former Co-opted Council Members may be re-appointed, but no Co-opted Council Member can serve in the same role for more than six consecutive years. Where a Co-opted Council Member has been appointed for six consecutive years, the earliest that such Co-opted Council Member is eligible for re-appointment is 12 months after their retirement from office. Subject to the foregoing, a Co-opted Council Member can serve any number of periods of office.
- 12.8. If the Company does not appoint at least nine Elected Council Members (in addition to the

Chairperson) at any Annual General Meeting, then a sufficient number of the retiring Elected Council Members shall be deemed to have been re-appointed to ensure that there are nine continuing Elected Council Members. The relevant members deemed to be re-appointed shall be those selected by the Chairperson, and in default of such selection, shall be determined by lot.

- 12.9. If the Council so determines, in accordance with Article 12.3, the Company may request that Members vote on the appointment of a new Elected Council Member by online electronic popular vote and the Council may determine that such poll be opened up to 7 clear days in advance of the Annual General Meeting and that such poll will be closed before or at the start of the Annual General Meeting to which it relates. Upon closure of such poll:
- 12.9.1.1. in accordance with Article 12.3, Successful Nominees and unsuccessful Nominated Individuals will be informed of the results;
- 12.9.1.2. (subject always to the final approval of the continuing Elected Council Members) the Successful Nominee(s) to be appointed as a Elected Council Member(s) will be the person(s) who has achieved the most votes in the online popular vote;
- 12.9.1.3. in accordance with Article 12.3, at such Annual General Meeting, an ordinary resolution of the Members shall be passed approving and ratifying such appointment as a Elected Council Member.
- 12.10. At the discretion of the Council, the office of a Council member shall be vacated:



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- 12.10.1. if they become bankrupt or enter into a composition or arrangement with their creditors; or
- 12.10.2. if they become of unsound mind; or
- 12.10.3. if the firm or corporation by virtue of which they are deemed to be a Member of the Company ceases to be a Member or if they leave employment of such firm or corporation; or
- 12.10.4. if by notice in writing to the Council they resign their office; or
- 12.10.5. if they cease to hold office by reason of any order made under the Company Directors Disqualification Act 1986; or
- 12.10.6. if they are removed from office by a resolution duly passed pursuant to section 168 of the Act; or
- 12.10.7. if they are absent from three consecutive meetings of the Council without reasonable excuse at the discretion of the Council.
- 12.11. If the office of a member of the Council is vacated,
 - 12.11.1. the remaining or other members of the Council may continue to act, so long as the number of Council members, including the Chairperson, 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; and
 - 12.11.2. the office of the vacated Council member shall be offered to the Nominated Individual who

received the next highest number of votes in the online popular vote where the original Council Member was appointed, for the remainder of the term of office; and such appointment shall not count towards the maximum consecutive two term limit as further described in Article 12.5. If there were insufficient candidates standing for election such that there is no Nominated Individual to offer the role to, the role will remain vacant until the next election.

13. ALTERNATE COUNCIL MEMBERS

- 13.1. Any Elected 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 them.
- 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 their appointor is a member, to attend and vote at any such meeting at which the Council member appointing them is not personally present, and generally to perform all the functions of their appointor as a Council member in their absence but shall not be entitled to receive any remuneration from the Company for their services as an alternate Council member.
- 13.3. An alternate Council member shall cease to be an alternate Council member if their 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



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meeting at which they retire, any appointment of an alternate Council member made by them which was in force immediately prior to their retirement shall continue after their re-appointment.

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 their own acts and defaults and they shall not be deemed to be the agent of the Council member appointing them.

14. COUNCIL MEMBER'S INTERESTS

14.1. Council members must disclose the nature and extent of any material interest of theirs. Subject to the provisions of the Act, and provided that they have disclosed to the Council members the nature and extent of any material interest of theirs, a Council member notwithstanding their 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 their office, be accountable to the Company for any benefit which they derive 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 them to have knowledge shall not be treated as an interest of theirs.

15. COUNCIL MEMBER EXPENSES

Subject to any reimbursement policy or limitations set by the Council from time to time, Council members shall be entitled to be repaid by the Company reasonable travelling (including hotel and incidental) expenses incurred in attending and returning from meetings of the Council.



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16. PROCEEDINGS OF THE COUNCIL

- 16.1. 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;
- 16.2.3. (subject to Article 21) 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 Oversight 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 Chairperson 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 Chairperson shall have a second or casting vote.
- 16.7. The Chairperson shall, if present, preside as Chairperson at every Council meeting and if the Chairperson is not present the Council members present shall elect one of their number to be Chairperson.
- 16.8. No business shall be transacted at any meeting of the Council unless a quorum is present. Four Council members excluding the Chairperson or three Council members including the Chairperson shall be a quorum.
- 16.9. If such a quorum is not present within half an



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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 Chairperson or Secretary may direct.

- 16.10. The Chairperson 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 their right to receive notices either generally or in respect of any particular meeting or while absent from the UK.
- 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 their 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, an online virtual/electronic platform or similar 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 they have, 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 they are not entitled to vote.
- 16.16. 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 Chairperson of the meeting and their ruling in relation to any Council member other than themselves shall be final and conclusive.

17. CHAIRPERSON

- 17.1. The first Chairperson shall be appointed by the subscriber(s) to the memorandum of association. They shall retire at the first Annual General Meeting but shall be eligible for re-appointment.
- 17.2. The Chairperson shall be appointed by the Company once every three years and such appointment will be at the ultimate discretion of the Council. However, in the first instance the Council:
- 17.2.1. will request that Members provide nominations



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as to a potential Chairperson (the “Nominated Chairperson(s)”); and

- 17.2.2. upon the seconding of a Nominated Chairperson, that Nominated Chairperson may be included in an online popular vote; and
 - 17.2.3. in the notice for the relevant Annual General Meeting, the notice will inform Members of the Nominated Chairperson(s) and the fact that Members will be able to vote (with one vote being able to be cast per Member) by way of an online popular vote as to which Nominated Chairperson should be appointed as Chairperson; and
 - 17.2.4. such notice shall also include the date on which the online popular vote will be opened and closed and the format and means of access to the online popular vote so as to allow Members to vote; and
 - 17.2.5. upon closure of the online popular vote, the Council will inform the Nominated Chairpersons as to who has been successful (the “Successful Chairperson”) or unsuccessful, and the Council may then approve the appointment of the Successful Chairperson Nominee as the Chairperson and announce such appointment at the next Annual General Meeting.
- 17.3. The Chairperson may, but need not, be a Member of the Company. They will be a director of the Company if they are also a Member, or represent a Member of the Company, but not otherwise.
- 17.4. The Chairperson shall hold office until the third following Annual General Meeting after that at which they were appointed. A Chairperson shall be eligible for re-appointment, but not for

more than a second consecutive period of office. Where a Chairperson has been appointed for two consecutive periods of office, the earliest that such Chairman is eligible for re-appointment is 12 months after their retirement from office. A Chairman can serve any number of periods of office provided such periods are not consecutive.

- 17.5. The office of Chairperson shall be vacated if any of the events or circumstances set out in Article 12.10 in relation to a Council member occurs in relation to the Chairperson.
- 17.6. Any vacancy in the office of Chairperson may be filled by the remaining members of the Full Council as they think fit.

18. SECRETARY

The Company Secretary shall be appointed or dismissed by the Directors.

19. 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.

20. LOGO

- 20.1. 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 20.2.
- 20.2. Subject to the terms of any trademark licence required to be entered into by each member by



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the Council from time to time, Members of the Company may print the Logo on their, websites, letterheads, literature and e-communications, 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.

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

20.4. In the event of the membership of a Member being suspended, the Council or, where such suspension has been implemented by the Oversight Committee, the Oversight 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.

21. THE CODE OF PRACTICE

21.1. 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 21.3) together with any subsequent addition or

modification which the Council may approve become binding upon all Members of the Company.

21.2. 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 selling industry which shall (subject to Article 21.3) together with any subsequent addition or modification which the Council may approve become binding upon all Members of the Company.

21.3. Any such Code of Practice and any such addition or modification as mentioned in Articles 21.1 and 21.2 shall be subject to prior approval by the Company by way of ordinary resolution.

22. ACCOUNTS

22.1. 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.

22.2. 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.

22.3. The Council shall from time to time in accordance with the requirements of the Act cause to be prepared and to be laid before



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the Company in general meeting such income and expenditure accounts, balance sheets and reports as shall be requisite.

23. AUDITORS

Where required by law, Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.

24. ELECTRONIC COMMUNICATIONS

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

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

25. NOTICES

25.1. 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 them at their registered address (being the address from time to time notified to the Company as required by Article 5.8) or by sending it via electronic mail to the email address from time to time notified to the Company.

25.2. All Members of the Company described in

the Register by an address within the United Kingdom (and those Council approved Members with a registered address outside of the United Kingdom) shall be entitled to receive notices from the Company.

25.3. 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.

25.4. 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 their name shall, at the time when the notice or document is deemed to have been served, have been removed from the Register.

25.5. 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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