



# CONSTITUTION OF PLASA

Effective 1 January, 2017

## Interpretation: -

In this Constitution: -

"MGB" shall mean and refer to the Membership Governing Body elected by the members

"EB" shall mean and refer to the Executive Board appointed by the Membership Governing Body

## 1. Status and Name

PLASA is an unincorporated Association established under the laws of England and Wales.

## 2. Aims and Objectives

PLASA is the leading professional body representing businesses, organisations and individuals engaged in technologies and services to the entertainment, event, communication and architectural industries and is intended to engage in any lawful act or activity including (without prejudice to the generality of the foregoing) the following: -

- (a) To promote the interest of its members and act for their mutual benefit.
- (b) To promote efficiency in the conduct of their business and to eliminate unwise and unfair business practices.
- (c) To promote the interest of its members (and the industries in which they participate) in relation to taxation and legislative issues.
- (d) To advise and assist the members in the conduct of their own businesses and to promote standards of ethical business practices.
- (e) To do any and all things necessary or incidental thereto.

Other than in relation to dissolution as hereinafter referred to, the assets and income of PLASA shall not be distributable amongst its membership.

## 3. Membership

### 3.1 Applications

- 3.1.1 No individual or organisation shall be admitted to the Association without having completed and submitted to the Association at its principal office a written application for membership in such form as shall be required by the Association together with payment of all applicable subscriptions and charges.
- 3.1.2 All applicants for membership shall be required to satisfy the relevant membership criteria as shall from time to time be prescribed by the Association.
- 3.1.3 Every applicant for membership shall agree to conduct itself in accordance with this Constitution and any Codes of Conduct or other rules and regulations as may from time to time be adopted by the Association.

### 3.2 Discrimination

No member of the Association shall be discriminated against because of race, colour, religion, national origin, gender identity, handicap, familial status or age, or previous membership in a lawful association.

### 3.3 Membership Categories

The Association shall have the following categories of membership:

- (a) Business;
- (b) Organisational;
- (c) Service Provider;
- (d) Individual
- (e) such other categories as the MGB shall from time to time determine.

### 3.4. Voting Rights

- 3.4.1 Business and Organisational Members are each entitled to one (1) vote in relation to issues referred to the membership for determination and shall be deemed to be the "voting members" of the Association.
- 3.4.2 Service Provider Members shall have no voting rights.
- 3.4.3 Individual Members shall be entitled to one (1) vote in any election to elect the MGBs representative to represent the Individual Membership Category as a member of the MGB. Individual Members shall have no further rights to vote in relation to any other election to the MGB but Individual Members may stand for election to the MGB as an officer of the Association or a representative of the Individual member category and if elected shall enjoy similar voting rights (within the MGB) to those enjoyed by other members of the MGB.

### 3.5. Business Members

- (a) A "Business Member" shall be any entity principally engaged in the entertainment, event, architectural, leisure, film, broadcast, conference, installation or related industries, including, without limitation, entities that
  - (i) manufacture, distribute, install, rent or sell audio, AV, lighting, cameras, video, data and communications, staging and scenery, rigging, or the technical services or design expertise associated therewith,
  - (ii) own, license, rent or lease entertainment venues, or
  - (iii) are producing organisations.
  - (iv) such interest groups (for example, ASPEC) as shall from time to time be recognised by the MGB.
- (b) In relation to any member of PLASA who is associated with a voting business member by virtue of group membership whether as a subsidiary company, an associated company or some other form of controlled entity, then in such circumstances the associated group members shall have the right to cast the single vote derived from such voting group membership of the business member but the business member and the associated or subsidiary members shall be free to determine amongst themselves which member of PLASA shall be entitled to cast such vote and shall ensure that, before any relevant vote, that PLASA is notified as to the entitlement to vote in the event that it is to be cast by a member other than the voting member.

### 3.6. Organisational Members

An "Organisational Member" shall be any entity that is a trade union, non-profit organisation or recognised educational institution.

3.7. Service Provider Members

A "Service Provider Member" shall be any entity that offers business-to-business support services to the entertainment, architectural or installation industries such as, for example, insurers, freight companies, public relations specialists, publishers or event organisers.

3.8. Individual Members

Any individual engaged in, or who works with, specifies or provides services linked to the entertainment, architectural or installation industries. Individuals who are retired from these industries or are between positions may also join in this category. Individuals who are a principal in an organisation that would qualify for any other type of membership or who have full time employees may not join as an Individual Member.

3.9. Membership Subscriptions

The subscription to the Association shall be determined by the MGB.

3.10. Voluntary Termination

Any member may resign from the Association at any time upon notice to the Membership Administrator in writing. Any subscriptions or other payments due or payable in relation to the period of the membership term in which such resignation shall occur shall remain payable by the member notwithstanding such resignation and no refunds of subscriptions or other payments shall be paid to any resigning member.

3.11. Involuntary Termination

(a) Membership of the Association may be terminated:

- (i) without reference to the MGB for non-payment of any subscriptions or other payments due to the Association;
- (ii) by decision of the MGB in relation to the violation of any rules or regulations established by the Association (other than in relation to the Code of Conduct hereinafter referred to);
- (iii) for the violation of the Code of Conduct such termination to be determined and authorised in accordance with the procedures established within the Code of Conduct; or
- (iv) upon determination by the MGB for conduct inimical to the purposes and aims of the Association.

- (b) (i) Where action by the MGB in connection with an involuntary termination is required, such membership shall be terminated upon a two-thirds (2/3rds) vote of all of the members of the MGB after notice and hearing as provided by law or as otherwise provided by this Constitution.
- (ii) Any subscriptions or payments due or payable during the membership term in which such termination shall occur shall be payable and an obligation of the member notwithstanding such termination and no refunds of subscription or other payments shall be paid to any member whose membership is terminated hereunder.

(c) If grounds appear to exist for the termination of a member's membership in the Association under subsections (i), (ii) or (iv) of Section 3.11(a) above, the procedure set forth below shall be followed:

- (i) The member shall be given fifteen (15) days' prior notice of the proposed termination and the reasons for the proposed termination. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by first class or registered mail to the member's last address as shown on the Association's records;

- (ii) The member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed action. The hearing shall be held, or the written statement considered, by the MGB or the person or committee authorised to determine whether the termination should take place. The decision of the MGB or, if applicable, such person or committee shall be final;
- (iii) Any judicial or administrative action challenging a termination of membership, including a claim alleging defective notice, must be commenced within three (3) months after the effective date of the termination;
- (d) Any member who terminates membership in the Association or whose membership is terminated shall
  - (i) immediately forfeit and relinquish all benefits of, or interests in, the Association;
  - (ii) cease any use of the name, logo or mark of the Association in or on all signs, literature, stationery, advertising, marketing and materials as soon as practical but no later than within three (3) calendar months from the date of such termination, and
  - (iii) immediately cease holding itself out as a member of the Association.

### 3.12. Representation

Any member being a company, partnership or other legal entity shall be entitled from time to time to nominate a representative to exercise on its behalf any voting rights or privileges vested in such member, provided that the Association shall have no obligation to recognise such designation unless the same shall have been delivered to the Association by the member in writing not less than 24 hours prior to the exercise of such designation. Such representative shall be an owner, director, officer or other employee of such member at all times during the period in which he or she represents the member before the Association. Such designation may be withdrawn or terminated at any time upon at least 24 hours written notice to the Association by either the entity that originally made the designation or the designee.

## 4. Nomination and Election of the MGB

### 4.1 Management

The affairs of the Association shall be determined by the MGB.

The MGB shall comprise not less than ten (10) and not more than sixteen (16) elected members.

Except as herein specifically provided, the number of elected members shall be determined from time to time by the MGB to reflect the then-current number of accreditation categories of Business Members as shall be designated from time to time by the MGB.

Notwithstanding anything contained herein to the contrary, at all times the MGB shall consist (as a minimum requirement) of the following elected members:

- (a) Chair;
- (b) Vice Chair;
- (c) Treasurer;
- (d) one (1) member chosen from and elected by voting members of the Organisational membership category;
- (e) one (1) member chosen from and elected by voting members of the Individual membership category;
- (f) and, one (1) member chosen from and elected by the voting members of each of the accreditation categories of Business Members (as may from time to time be established), initially as at the date hereof, being a total of five (5) members chosen and elected from the following initial accreditation categories:

- (i) one (1) member chosen from and elected solely by voting members of the Distributor/Dealer accreditation,
- (ii) one (1) member chosen from and elected solely by voting members of the Manufacturer accreditation,
- (iii) one (1) member chosen from and elected solely by voting members of the Production Services accreditation,
- (iv) one (1) member chosen from and elected solely by voting members of the Professional Services accreditation,
- (v) and one (1) member chosen from and elected solely by voting members of the Rental Company accreditation.

#### 4.2 Voting

The elected officers of the MGB shall be the Chair, Vice Chair and Treasurer, who shall each be chosen before the end of October in the final year of the current incumbents' term from within the then existing MGB to serve from 1st January of the following year and elected by vote of the MGB. The Candidate receiving a simple majority vote for each position shall be deemed elected. No member of the MGB may, during his or her term, simultaneously hold any other office or member position on the MGB. The Chair shall be responsible for governmental issues under this Constitution (and associated administration) but may delegate such responsibilities to an Elected Officer who shall report to the Chair. Finance and operational responsibility shall be delegated to the Treasurer, the MGB or an employee nominated by the MGB.

#### 4.3 Annual Elections

- 4.3.1 The MGB shall procure that elections in relation to any vacancies on the MGB shall take place on or before 31st December each year and to that end shall seek nominations from the membership no later than the 1st November in each year.
- 4.3.2 The MGB may (at its discretion) from time to time delegate to a Nomination Committee appointed by the MGB the task of organising and (if necessary) recruiting the nominations and administering the election on behalf of the MGB.
- 4.3.3 An individual may not stand for election for a term as a member or officer of the MGB, an officer of the Association or member of the MGB if his or her employer or organisation, or group if part of a group membership has an affiliated individual currently serving or who will be serving as a member or officer of the MGB, an officer of the Association or member of the MGB during any portion of said individual's term of office if elected. An affiliated individual shall be defined as a person employed by the company at their headquarters, or at a group office, anywhere in the world. In the event of a merger or acquisition between members resulting in a situation which offends the provisions of this clause the Elected Members or Officers of the MGB shall be entitled to remain in place until the end of their current term but shall only be entitled to one combined vote.
- 4.3.4 The annual election of members and officers of the MGB shall be held on the later of the 31st December of each year or that date which is thirty (30) days after the date the ballots for said election shall have been mailed or electronically posted. By 1st October of each year or later upon the occurrence of exigent circumstances (but in no event later than 31st December of each year), a ballot containing the names of all nominees and the date of the election shall be transmitted by the MGB through:-

- (a) first class mail or other means of written communication, or
- (b) electronic mail or other means of electronic transmission, to each member according to each member's voting rights.

To be counted,

- (i) a ballot must be signed, manually in the case of a written ballot or electronically in the case of an electronic ballot, and
- (ii) the ballot must be received by the Chair or an officer delegated by the Chair or (if one is appointed) a representative of the Nominating Committee by the day of election. Candidates receiving the highest number of valid votes from the membership category or categories having the authority to elect such candidate shall be deemed elected.

- 4.3.5 The term of office for each elected member and officer of the MGB shall be three (3) years, or until a successor has been elected or appointed; provided, however, that commencing on 1st January, 2011, the terms of office shall be staggered so that one third (1/3rd) of the members (including officers) of the MGB, as nearly as may be, shall be elected each year.
- 4.3.6 The term of office shall begin 1st January of the year following their election and expire on 31st December of the third year thereafter; provided, however, that in order to effectuate the staggered election of members (including officers) of the MGB, the terms of office of certain members and officers during calendar years 2011 through 2013 may be shortened.
- 4.3.7 No member may serve more than two (2) consecutive elected full terms of office on the MGB.
- 4.3.8 A vacancy on the MGB shall exist in case of a death, resignation or removal of the member, or the failure of a member to attend three (3) consecutive MGB meetings without the permission of the Chair in writing, or upon the termination of membership of a member serving on the MGB (including, without limitation, termination resulting from the non-payment of fees or special assessments), or the failure of the member on the MGB to retain membership in the Association under the membership category in which he or she was elected.
- 4.3.9 Any vacancy shall be filled for the remainder of the term of election by appointment by the Chair.
- 4.3.10 A member who has been appointed to complete a term of office may serve two (2) consecutive elected full terms on the MGB following their appointment.
- 4.3.11 The majority vote of the MGB may overrule such appointment and, in such case, such vacancy shall be filled by majority vote of the MGB.
- 4.3.12 Should the Chair position become vacant, the Vice Chair will immediately assume the role of Chair and serve out the remainder of the Chair's term of office.
- 4.3.13 Except as otherwise provided, a member or officer of the MGB may be removed from office as provided by law, and only by affirmative written ballot of at least two-thirds (2/3rds) of the voting members of the Association or, if such member or officer is a member of a membership accredited category, two-thirds (2/3rds) of the voting members of the membership accreditation category from which the member or officer was elected.

## 5. Powers of the MGB

### 5.1 General Powers

- (a) The MGB shall have the general power to do all things advisable for the best interest and welfare of the Association, to receive and expend monies, enter into contracts, agreements, and debts, and in general, to do all things necessary to accomplish the purposes of the Association.

- (b) The MGB shall govern the property, business and affairs of the Association.
- (c) The MGB each year, shall approve the annual budget of the Association and, within each fiscal period, shall approve any modifications or variations to an approved annual budget that increase the aggregate expenses budgeted therein.
- (d) No members shall have individual rights in any Association property.
- (e) No salary or other expenses shall be allowed to any member of the Association, except as provided for in this Constitution or as directed by the MGB.
- (f) The MGB may appoint an MD who may engage or employ such staff as may be required for the efficient operation and management of the affairs of the Association or in the absence of an MD the MGB may delegate such role to the EB (hereinafter defined).

**5.2 Fiscal Year**

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year unless otherwise designated from time to time by resolution of the MGB.

**5.3 Annual Financial Statement**

The Association shall distribute to its members no later than the 30th April in each year a financial statement of the Association for the prior fiscal year.

**5.4 Code of Conduct**

Notwithstanding the foregoing, any changes to the Association's Code of Conduct shall require approval by the voting members of the Association provided that the number of votes cast (either in person or by proxy) shall be not less than 10% of the total number of votes entitled to be cast by the membership of the Association.

**6. Elected Officers**

**6.1 Officers**

- 6.1.1 The elected officers of the Association shall be the Chair, Vice Chair and Treasurer, who shall each be chosen from and elected by the membership of the Association.
- 6.1.2 An elected officer may not serve more than two (2) consecutive terms in any one office.
- 6.1.3 The term of office shall begin on 1st January or upon the date of his or her election or appointment, whichever is later, and expire on 31st December of the third year following such election or appointment or on the date upon which his or her successor has been elected or appointed, whichever is later.
- 6.1.4 An officer who has been appointed to complete a term of office may serve two (2) consecutive elected terms following his or her appointment provided that in the event that the MGB is unable to obtain a nomination from the membership to fill a vacancy then in such circumstances the second elected term of the Officer previously holding such vacant post may be extended by the MGB until a suitable nominee can be identified and elected.

**6.2 Chair**

The Chair shall preside at all meetings and exercise general supervision over the activities of the Association and perform such other duties as pertain to the office. In the absence or disability of the Chair, the Vice Chair shall assume the Chair's duties.

**6.3 Vice Chair**

The Vice Chair shall exercise all powers of the Chair at any meetings at which the Chair is not present. The Vice Chair shall also perform other such duties as assigned by the Chair.

6.4 Treasurer

The Treasurer shall have responsibility for all the financial affairs of the Association. The Treasurer shall be accountable only to the MGB.

7. The Executive Board

7.1 Delegated Responsibility

Without prejudice to the powers of the MGB hereunder the MGB may delegate responsibility for managing the day to day business of the Association to the EB. The EB however remains responsible to the MGB and shall comply with such directions as the MGB may make from time to time. The MGB shall also be entitled to appoint an MD and to delegate powers to the MD separately from powers that the MGB shall decide to delegate to the EB.

7.2 Executive Members

Unless otherwise determined by the MGB the EB shall comprise a maximum of five Executive Members which shall include the: -

- (a) the Chair;
- (b) the Vice Chair; and
- (c) the Treasurer
- (d) an MD (if appointed)
- (e) a Financial Director (if appointed)

The EB and or the MGB shall be entitled to invite staff of the Association to attend meetings but such staff shall not be entitled to vote.

7.3 Appointment and Removal of Executive Members

7.3.1 An Executive Member holding any of the positions specified in clause 4.1 hereof shall not be required to retire as an Executive Member solely by reason of his retirement from such position. However, any such Executive Member shall retire at the first MGB meeting following the annual general meeting at which he retired.

7.3.2 If the MGB determines that the Chair, Vice Chair or the Treasurer (or any one or more of them) shall not be an Executive Member and the MGB removes such person then the MGB may appoint a suitable replacement from its number to fill such position. Any person so appointed shall continue until the residue of the term of the person whose role is being replaced.

7.3.3 In the event that the persons appointed to fill the positions specified in 7.2 above is less than three, the MGB may appoint from its number any person or persons to fill any vacancies. Any person so appointed shall retire at the first meeting of the MGB after the next annual general meeting of the MGB but, subject to these Articles, shall be eligible for reappointment.

7.4 Disqualification from Acting as an Executive Member

Any Executive Member will cease to be an Executive Member in any of the following circumstances: -

- (a) if a bankruptcy order is made against him;
- (b) if he makes an arrangement or composition with his creditors;
- (c) if an order is made in relation to that Executive Member's personal welfare or property and affairs under legislation relating to mental health or mental capacity;
- (d) if he has missed three consecutive Executive Members' meetings without permission from the Executive Board and the Executive Board pass a resolution stating that he has ceased to be an Executive Member;



- (e) if he is prohibited from being an Executive Member by an order made under any legislation or legal process;
- (f) if without the consent of the Association he holds a position of profit with the Association;
- (g) if he is directly or indirectly interested in any contract with the Association and fails to declare the nature of his interest; or
- (h) if he holds one of the positions specified in clause 7.2 and resigns as Executive Member by notice in writing to the Association.

## 7.5 Declaration of Interests

7.5.1 An Executive Member who is to his knowledge in any way directly or indirectly interested in any contract or proposed contract with the Association or has any other material interest shall declare the nature of his interest to the EB. Any such Executive Member having made such a declaration shall not be entitled to vote in respect of any contract or proposed contract in which he is interested, but may be counted in the quorum (as defined in 7.12) present at the meeting at which such contract or proposed contract is discussed.

7.5.2 For the purposes of clause 7.5.1: -

- (a) a general notice to the EB that an Executive Member is to be regarded as having an interest of the nature and extent specified in the notice of any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Executive Member has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which an Executive 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.

7.5.3 General Powers of Executive Members

The Executive Members shall manage the day to day business of the Association save insofar as specific issues may be delegated by the MGB to the MD (if any). They may exercise all the Association's powers in so doing and, when they are acting for the Association, the Executive Members can do anything that the Association can do. But in both cases this does not apply where the provisions of this Constitution say that powers can only be used by the members voting to do so at a general meeting.

## 7.6 Limitations

The Executive Members are always subject to: -

- (a) decisions of the MGB;
- (b) the requirements of this Constitution; and
- (c) any regulations or directions laid down by the members by a vote at a general meeting or by written resolution. However, if the members lay down any regulation or direction relating to something which the Executive Members have already done which was within their powers, this regulation or direction cannot invalidate the Executive Members' previous action.

## 7.7 Minutes

The Executive Members shall ensure that proper minutes are kept of: -

- (a) the resolutions, proceedings and names of people who attend Executive Members' meetings and committees; and

(b) the proceedings, resolutions and business and any orders made at any general meetings or by written resolution. These minutes must be recorded in minute books and kept for at least 10 years. If a minute has been apparently signed by the chair of the meeting, or by the chair of the meeting which approves the minutes, this minute will prove what it records without any need for any further proof.

7.8 Proceedings of the Executive Members

- 7.8.1 The Executive Members shall meet monthly and shall regulate the conduct of their own business. They may adjourn their meetings in the same manner as the MGB.
- 7.8.2 A meeting can be called by the Chair or the Vice Chair. The EB Chair must also call a meeting if three or more Executive Members request the Chair to do so.
- 7.8.3 Meetings of the Executive Members are called by serving a notice on all Executive Members.
- 7.8.4 Each Executive Member shall be given at least seven days' written notice before the date of a meeting provided that where the Chair or, in his absence or where there is a vacancy in the office of Chair, the Vice Chair, so determines on the grounds that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting is given within such shorter period as he directs.
- 7.8.5 The convening of a meeting and the proceedings conducted at a meeting shall not be invalidated by reason of any person not having received written notice.
- 7.8.6 If the Chair is present, he will chair the meeting. In his absence, the Vice Chair shall chair the meeting. If neither are present at a meeting, the Executive Members present can choose which one of them will be the acting chair.
- 7.8.7 Matters for decision at Executive Members' meetings will be decided by a majority vote. If votes are equal, the chair of the meeting shall not have a second or casting vote.
- 7.8.8 Any or all of the EB can take part in a meeting of the EB: -
  - (a) by way of a conference telephone, video conferencing or similar equipment, designed to allow everybody to take part in the meeting; or
  - (b) by a series of telephone calls from the Chair of the meeting. Taking part in this way will be counted as being present at the meeting. A meeting which takes place by a series of calls from the Chair will be treated as taking place where the Chair is calling from. Otherwise meetings will be treated as taking place where most of the participants are.

7.9 Written Resolutions

This Clause 7.9 applies to a written resolution which is signed by all of the Executive Members who are in the United Kingdom at the time and who would be entitled to vote on the resolution at an Executive Members' meeting. This kind of resolution is just as valid and effective as a resolution passed by those Executive Members at a meeting which is properly convened and held. The resolution can be passed using several copies of a document, if each document is signed by one or more Executive Members or if the Executive Members in question signify their agreement to such document.

7.10 Defects In Appointment And Otherwise

- 7.10.1 Everything which is done by any Executive Members' meeting or by an EB appointed by them or by a person acting as an Executive Member will be valid even though it is discovered later that any Executive Member or person acting as an Executive Member was not properly appointed. This also applies if it is discovered later that anyone was disqualified from being an Executive Member or had ceased to be an Executive Member or was not entitled to vote. In any of these cases, anything done will be as valid as if there was no defect or irregularity of the kind referred to in this clause 7.10.

7.10.2 The Executive Members may act even if there are vacancies in their number, but, if the number of Executive Members is less than the number fixed as the quorum (as defined in clause 7.12), the continuing Executive Members or Executive Member may act only for the purpose of convening a meeting of the MGB to fill vacancies or of calling a general meeting or both.

7.11 General

7.11.1 Where a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Chair as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.

7.11.2 No Executive Member shall be entitled to remuneration for his or her services save where such Executive Member is an employee of PLASA.

7.11.3 Executive Members may be reimbursed all expenses reasonably and properly incurred by them in connection with the discharge of their duties as Executive Members.

7.12 Quorum

For the purposes of this Constitution the following shall be regarded as the relevant quorum requirements: -

7.12.1 For decisions of the Association in General Meeting the presence (in person or by proxy) of ten percent (10%) of the members entitled to vote at such meeting

7.12.2 For meetings of the MGB the presence of five (5) members of the MGB

7.12.3 For meetings of the EB the presence of three (3) members of the EB.

8. Membership Governing Body Committees

8.1 The MGB may appoint such sub-committees, for such purposes as it thinks will be of benefit to the Association and may dissolve any such committee at any time.

8.2 Appointment and Removal of Sub-Committee Members

8.2.1 Each committee shall comprise such persons as the MGB may appoint provided:-

(a) the MGB receives, prior to their appointment, written acknowledgement containing a statement that they are willing to be appointed to the relevant MGB committee; and

(b) at least one member of each such committee is also a MGB Member.

(c) any meeting may be attended by the Chair or the Vice Chair or Treasurer.

8.2.2 The MGB may remove any Committee Member from such a committee at any time and for whatever reason.

8.3 Proceedings of MGB Sub-Committees

8.3.1 An MGB committee must comply with any specific provisions governing its proceedings in this Constitution and any regulations or bylaws laid down by the MGB from time to time but in the absence of any such contrary provisions an MGB committee's members shall regulate their proceedings as they see fit.

8.3.2 Each MGB committee shall be chaired by an MGB Member. If there is more than one MGB Member, the MGB Members present will choose one of themselves to act as chair. If there is no such person present, the meeting will close.

## 9. Meetings of the Members

### 9.1 Annual Meeting

An annual meeting of the members shall be held at a time and location to be designated. The MGB may designate such time and location. Notice of the time and location shall be given by the MGB at least forty-five (45) days prior to such meeting either personally or by mail or other means of written or electronic transmission, addressed to a member at the address of the member appearing on the books of the Association or given by the member to the Association for purpose of notice. For purposes of conducting business at any meeting of the members, a quorum shall consist of ten percent (10%) of all voting members of the Association in person or by proxy.

### 9.2 Special Meetings

Special meetings of the members of the Association for any lawful purpose may be called by five (5) members of the MGB or five percent (5%) or more of the voting members of the Association. Notice of such meeting shall be signed by the persons calling the meeting and filed with the Chair at least forty-five (45) days before the date of the meeting. Notice thereof shall be given by the Secretary either personally or by mail or other means of written or electronic communication as provided by law.

### 9.3 Actions by Consent by Mail

Any action required by law or permitted to be taken at a meeting of the members of the Association, including the election of officers, may be taken without such a meeting, upon compliance with the provisions of clause 9.4 hereof:-

### 9.4 Actions by Mail or Electronic Transmissions

- 9.4.1 When, in the judgment of the MGB, any question shall arise that should be put to a vote of the membership, and when the MGB deems it inexpedient to call a special meeting for such purpose, the MGB may, unless otherwise required under the provisions of this Constitution, submit the matter to the voting membership in writing by ballot by either first class mail or electronic transmission for vote and decision.
- 9.4.2 Officers may be elected by written ballot.
- 9.4.3 All such references to the membership shall indicate the number of responses needed to meet the quorum required and, with respect of ballots, shall also state the percentage of approvals necessary to pass the measure submitted.
- 9.4.4 The communication must specify the time by which the ballot must be received in order to be counted.
- 9.4.5 Approval by electronic or written ballot shall be valid only when:-
  - (a) the number of votes cast by ballot (including those ballots which are marked "withhold" or otherwise indicate that authority to vote is withheld) and received within the time specified equals or exceeds the quorum required to be present at a meeting authorising the action, and
  - (b) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.
- 9.4.6 Actions taken in this manner shall be as effective as actions taken at a duly called meeting.

9.5 Proxy

Every member of the Association entitled to vote at any meeting thereof may vote by proxy. A proxy shall be in writing and revocable at the pleasure of the member executing the proxy or of the member's representative designated pursuant to Clause 3.12. Unless the duration of the proxy is specified, it shall be invalid eleven (11) months after the date of its execution.

9.6 Member Representatives

In the event a member shall have designated a representative pursuant to Clause 3.12 hereof then the Association may accept and recognise a ballot executed by such representative or, if no ballot shall be executed, any vote by such representative, as valid and binding upon that member until the representatives' designation pursuant to Clause 3.12 shall be terminated.

9.7 Telephone Conference Meetings

Members entitled to vote may participate in any meeting through use of conference telephones, electronic video screen communication or electronic transmission, including, without limitation, Internet based conference calls or similar communications equipment, provided that the Association shall implement reasonable measures to provide its members with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear proceedings of the meeting substantially concurrently with those proceedings, and provided further, that if any member votes or takes other action at the meeting by means of electronic transmission to the Association or electronic video screen communication, a record of that vote or action shall be maintained by the Association. Participation in a meeting utilising such equipment as herein provided shall constitute attendance and presence in person at such meeting.

9.8 Election Inspectors

- (a) In advance of any meeting of members, the MGB may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any meeting of members may, and on the request of any member or a member's proxy shall, appoint inspectors of election (or persons to replace those who so fail or refuse) at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more members or proxies, the majority of members represented in person or by proxy shall determine whether one or three inspectors are to be appointed. In the case of any action by written ballot, the MGB may similarly appoint inspectors of election to act with powers and duties as set forth in this section.
- (b) The inspectors of election shall determine the number of memberships outstanding and the voting power of each, the number represented at the meeting, the existence of a quorum, and the authenticity, validity and effect of proxies, received votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all members.
- (c) The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

## **10. MGB Meetings**

- 10.1 The MGB shall meet at least once during the year and at additional times as may be determined by the Chair or a majority of the MGB.

Written notice of the time and place of such meeting of the MGB shall be mailed, faxed or emailed to each member of the MGB, addressed to each Director at his or her business address at least thirty (30) days prior to such meeting.

### **10.2 Special Meetings**

Meetings of the MGB, other than the annual meeting, shall be held upon at least seven 7 days' notice by first-class mail or at least 48 hours' notice delivered personally or by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), telegraph, facsimile, electronic mail, or other electronic means addressed to each Director at his or her business address.

### **10.3 Telephone Conference Meetings**

Members of the MGB may participate in a meeting through the use of conference telephone, electronic video screen communication or electronic transmission, including without limitation, Internet-based conference call or similar communications equipment, as long as:-

- (a) all members participating in the meeting are able to hear one another;
- (b) the Chair of the Association has approved, in advance, requests of the MGB members to participate in the meeting in this manner; and
- (c) all other requirements under the Law of England and Wales shall be satisfied with in relation to such meeting and equipment. Participation in a meeting utilising such equipment as herein provided shall constitute attendance and presence in person at such meeting.

### **10.4 Actions by Consent**

Any action required by law or permitted to be taken by the MGB, may be taken without a meeting, if all the members of the MGB shall individually or collectively consent in writing to that action. The written consents shall be filed with the minutes of the proceedings of the MGB. The action by written consent shall have the same force and effect as a unanimous vote of the MGB.

## **11. Committees and Advisory Groups**

### **11.1 Standing Committees**

The standing committees of the Association shall be:

- a) The MGB
- b) The EB

### **11.2 Committee Chairs and Members**

The MGB, in its own discretion, shall designate such other committees and appoint chairs as may be deemed necessary. The MGB or the committee chair, shall appoint such committee members as may be deemed necessary. The MGB in its own discretion shall designate the Association's representatives to other organisations in which the Association is a member or otherwise affiliated as may be deemed necessary or appropriate.

### **11.3 Officers as Committee Members**

All committees shall include at least one (1) MGB member.

#### 11.4 The MGB

- 11.4.1 (i) The EB shall be responsible for overseeing the operations of the Association including the development of annual budgets with the Association's administration (including the prioritisation of programmes under different budget scenarios if appropriate) and the identification, development, implementation and supervision of programmes, benefits and budgets, subject to the approval of the MGB or the EB or any committee to whom the MGB's authority has been delegated.
- (ii) The MGB shall also be responsible for reviewing (with the Association's administration) and approving variations within an approved annual budget, provided that such variations shall not increase the overall expenses of said approved annual budget;
- (iii) The MGB shall be promptly notified of any such approved variations.
- (iv) The MGB shall carry out any and all responsibilities and functions assigned to it.

#### 12. General Provisions

The rules contained in the Appendix annexed hereto "Proceedings at PLASA General Meetings" shall govern this Association in all cases to which they are applicable and in which they are not inconsistent with this constitution. The rules of proceedings or any one of them may be altered or suspended at any meeting by a majority vote by the members present.

#### 13. Limitation of Liability

Nothing herein shall constitute members of the Association as partners for any purpose. No member, officer, agent, or employee shall be liable for the acts or failure to act of any other member, officer, agent, or employee of the Association, nor shall any member, officer, agent, or employee be liable for his or her acts or failure to act under this Constitution, excepting only acts or omissions arising out of his or her wilful misfeasance.

#### 14. Indemnification

##### 14.1 Civil or Criminal Action

- 14.1.1 If any director, officer, employee or other agent of the Association (including, if permitted by law, any member of the MGB and any member of any committee or advisory group of the Association) is made a party to any civil or criminal action, suit or proceeding in any manner arising from the performance of his or her duties for or on behalf of the Association, then, to the full extent permitted by law, the Association shall indemnify the director, officer, employee or agent for all amounts paid by him or her in connection with the action, suit or proceeding, including any judgments, fines, amounts paid in settlement and reasonable expenses, including lawyers' fees, or in connection with any appeals.
- 14.1.2 This provision shall apply to both derivative and non-derivative actions to the extent permissible by law, and shall include an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director, officer, employee or other agent of the Association served in any capacity at the request of the Association, by reason of the fact that he or she, his or her testator or intestate was a director or officer of the Association or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity.

14.2 Expenses

Expenses incurred in defending any proceeding may be advanced by the Association if and to the extent permitted by law prior to the disposition of such proceedings, upon receipt of an undertaking by or on behalf of the director, officer, employee or other agent to repay such amount unless it shall be determined ultimately that the director, officer, employee or other agent is entitled to be indemnified.

14.3 Insurance

The Association may purchase and maintain insurance on behalf of any director, officer, employee or other agent of the Association against any liability asserted against or incurred by the director, officer, employee or other agent in such capacity or arising out of their status as such, whether or not the Association would have the power to indemnify the director or officer against such liability under the Law of England and Wales.

15. Amendments to this Constitution

15.1 Amendments by the MGB

15.1.1 This Constitution or any article, section or provision of these Bylaws may be amended at any time by majority vote of the MGB unless such action would:

- (a) materially and adversely affect the right of members as to voting, dissolution, redemption or transfer;
- (b) increase or decrease the number of members authorised in total or for any class, if applicable to Association practice;
- (c) effect an exchange, reclassification or cancellation of all or part of the memberships (other than with respect to accreditation categories within the Business membership classification);
- (d) authorise a new class of membership, provided, however that any addition of accreditation of categories within the Business membership classification shall not be deemed a new class of membership; or
- (e) eliminate, restructure or change the number of members on the MGB other than to set, from time to time, the number of elected persons on the MGB within the range established within this Constitution to reflect the then-current number of accreditation categories of Business Members as shall be designated from time to time;
- (f) change the voting procedures for election or appointment to the MGB; or
- (g) reduce, restrict or limit any provision under this Constitution establishing specific duties or responsibilities of the MGB.

15.2 Membership Vote

15.2.1 Where a vote of the membership is necessary, or the MGB deems it desirable in its discretion, to obtain a vote of the membership with respect to an amendment of this Constitution or any article, section or provision of this Constitution, then this Constitution shall be so amended only upon the approval of a majority of those members of the Association entitled to vote as provided in Clause 9.4 hereof; provided, however, that such amendment must be approved by a majority of the voting members, if any, of a class if such action would:

- (a) materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption or transfer in a manner different than such action affects another class;



- (b) materially and adversely affect such class as to voting, dissolution, redemption or transfer by changing the rights, privileges, preferences, restrictions or conditions of another class;
- (c) increase or decrease the number of memberships authorised for such class, if applicable to Association practice;
- (d) increase the number of memberships authorised for another class;
- (e) effect an exchange, reclassification or cancellation of all or part of the memberships of such class (other than with respect to accreditation categories within the Business membership classification); or
- (f) authorise a new class of memberships, provided, however that any addition of accreditation categories within the Business membership classification shall not be deemed a new class of membership.

15.2.2 If a vote of the members of the Association is to be taken hereunder, the members of the Association shall be notified in writing of any proposed amendments to this Constitution at least thirty (30) days prior to such vote.

## 16. Dissolution

Any voluntary wind up and dissolution of the Association shall require approval by the MGB and approval of at least seventy five percent (75%) of the voting members of the Association voting as a whole and not by class or accreditation, except that where the Association has been the subject of an order for relief in bankruptcy, or the Association has disposed of all of its assets and has not conducted any activity for a period of five (5) years immediately preceding the adoption of the resolution electing to dissolve the Association, only the approval of the MGB to wind up and dissolve shall be required.

In the event that the Association shall be dissolved or wound up all of the remaining properties, monies and assets of the Association after provision has been made for the Association's known debts and liabilities as provided by laws, shall be distributed to the then current voting members of the Association (which for purposes of this Clause 16 shall be the Business Members and Organisational Members only), who shall have been a member of the Association for at least one (1) full calendar year, exclusively on a pro rata basis, as determined on the basis of the amount of annual membership dues received from such member during the last full membership year preceding the date of dissolution and the aggregate amount of annual membership dues received from all Business Members and Organisational Members during the last full membership year preceding the date of dissolution.

**APPENDIX 1****Proceedings at PLASA General Meetings**

1. No business shall be transacted at any General Meeting unless a quorum is present.
2. The Chairman of the MGB, or in his absence some other member of the MGB nominated by the MGB, shall preside as Chairman of the General Meeting, but if neither the Chairman of the MGB nor such other MGB member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members of the MGB present shall elect one of their number to be Chairman and, if there is only one member of the MGB present and willing to act, he shall be Chairman.
3. If no member of the MGB is willing to act as Chairman, or if no member of the MGB is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
4. The Chairman may, with the consent of a General 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
5. A resolution put to the vote of a General Meeting shall be decided on a show of hands of Business Members and Organisational Members unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. A poll may be demanded:
  - a) by the Chairman of the meeting; or
  - b) by at least ten Business Members or Organisational Members and a demand by a person as proxy for a Business Member or Organisational Member shall be the same as a demand by the member.
6. Unless a poll is duly 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, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
7. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
8. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
9. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
10. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. 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 was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
11. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

**Votes of Members**

12. On a show of hands every Business Member or Organisational Member who is present by a duly authorised representative, shall have one vote and on a poll every Business Member or Organisational Member shall have one vote.
13. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
14. On a poll votes may be given either personally or by proxy.
15. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in any form which is usual or which the MGB may approve.
16. The appointment of a proxy and any authority under which it is executed may: -
  - a) in the case of an instrument in writing be deposited at the PLASA office or at such other place within the United Kingdom as is specified in the notice convening the General Meeting or in any instrument of proxy sent out by the Association in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - b) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
  - c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to any member of the MGB; and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.