

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

THE PRODUCTION GUILD OF GREAT BRITAIN

(Adopted by Special Resolution passed on 24th July 2024)

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DEFINITION AND INTERPRETATION

1. Definitions

1.1 Words and expressions in these Articles have the following meanings unless the context requires otherwise:

"Act"	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
"Annual General Meeting"	the general meeting of the Members of PGGB held each year in accordance with Article 23;
"Articles"	the articles of association of PGGB as amended from time to time;
"Board"	the board of Directors of PGGB from time to time as constituted in accordance with Article 12;
"Chairperson"	the chairperson of PGGB appointed from time to time in accordance with Article 18;
"Chief Executive Officer"	the chief executive officer of PGGB appointed from time to time in accordance with Article 21;

"Code of Conduct"	a code of conduct and membership rules for Members as may be adopted and amended from time to time by the Board;
"Co-Opted Director"	has the meaning given in Article 13.1;
"Directors"	the Elected Directors and Co-Opted Directors;
"Elected Director"	has the meaning given in Article 12.2;
"Electronic Form"	has the meaning given in section 1168 of the Act;
"Executive Committee"	the executive committee constituted in accordance with Article 22;
"Extraordinary General Meeting"	a general meeting of the Members of PGGB convened in accordance with Article 24;
"Full Member"	a person admitted to membership of PGGB as a Full Member in accordance with Article 9.3;
"General Meetings"	the Annual General Meeting and Extraordinary General Meetings (if any);
"Honorary Member"	a person admitted to membership of PGGB as an Honorary Member or appointed to such category in accordance with Article 9.8;
"Lapsed Member"	has the meaning given in Article 10.3;
"Members"	a person admitted as a member of PGGB in accordance with the Articles to a category of membership referred to in Article 9;
"Membership Committee"	the membership committee constituted in accordance with Article 8;
"Officer"	has the meaning given in Article 18.1;
"Overseas Full Member"	a person admitted to membership of PGGB as an Overseas Full Member in accordance with Article 9.6;
"Overseas Members"	Overseas Full Members and Overseas Supplementary Members;
"Overseas Supplementary Member"	a person entitled to membership of PGGB as an Overseas Supplementary Member in accordance with Article 9.6;

"PGGB"	The Production Guild of Great Britain;
"Retired Member"	a person allocated to the category of Retired Member in accordance with Article 9.7;
"Subsidiary"	The Production Guild Limited, a limited company registered in England and Wales with company number 05883248;
"Supplementary Member"	a person admitted to membership of PGGB as a Supplementary Member in accordance with Article 9.4;
"Treasurer"	the treasurer of PGGB appointed from time to time in accordance with Article 18;
"Vice Chairperson"	a vice-chairperson of PGGB appointed from time to time in accordance with Article 18; and
"Voting Members"	Full Members, Overseas Full Members and Honorary Members.

2. **Interpretation**

- 2.1 The model articles of association for private companies limited by guarantee contained in schedule 2 to the Companies (Model Articles) Regulations 2008 shall not apply to PGGB.
- 2.2 Unless the context requires otherwise:
- 2.2.1 words in the singular number include the plural and vice versa;
- 2.2.2 words for any gender include all genders;
- 2.2.3 reference to persons includes a body corporate and an unincorporated body of persons; and
- 2.2.4 words and expressions defined in the Companies Act 2006 shall have the same meanings in these Articles unless defined otherwise.
- 2.3 Reference to any statute or statutory provision includes a reference to statutory instruments and orders made further to it and includes consolidation or amendments or modifications or re-enactments.
- 2.4 The headings are inserted for convenience only and shall not affect the construction of these Articles.

OBJECTS AND POWERS

3. **Objects**

The objects of PGGB are:

- 3.1 to promote, maintain and protect the highest standards of production, management, accounting, costing and financial administration in film, television and visual media production;

- 3.2 to encourage Members to maintain the highest possible standards of integrity and responsibility within the film, television and visual media industry and other professional associations;
- 3.3 to review methods of film, television and visual media production and promote the improvement of facilities available within film, television and visual media production;
- 3.4 to advance and safeguard the interests of PGGB and its Members and to enhance the stature of its Members;
- 3.5 to facilitate the free exchange and dissemination of such technical ideas and information as will assist Members in keeping abreast of modern methods of film, television and visual media production, practice, innovation and legislation affecting the film, television and visual media industry, both nationally and internationally;
- 3.6 to enable Members to keep abreast of modern techniques in film, television and visual media production; and
- 3.7 to promote and provide means of social, cultural and professional intercourse among and between Members and members of other bodies or associations, to include, at the Board's discretion, raising money on occasion for charitable organisations, whose interests are allied to the profession of film, television and visual media production.

4. **Powers**

In furtherance of such objects but not otherwise, PGGB may:

- 4.1 employ and pay any person or persons to supervise, organise and carry on the work of PGGB and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and dependants;
- 4.2 consider any proposal made which might affect methods of film, television and visual media production and take such steps as may seem advisable to advance the facilities available;
- 4.3 arrange and provide for, or join in arranging or the providing of, screenings, meetings, lectures, classes, seminars and other similar functions;
- 4.4 collect and disseminate information on all matters affecting such objects and exchange such information with other bodies having similar objects whether in this country or otherwise;
- 4.5 cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, such paper, books, periodicals, pamphlets or other documents or films or recordings (whether audio or visual or both) as shall further the said objects;
- 4.6 carry on trade in so far as either the trade is exercised in the course of the actual carrying on of a primary object of PGGB or is ancillary or incidental to the carrying out of the objects;
- 4.7 purchase, take on lease or in exchange, hire or otherwise acquire any property and any rights or privileges necessary for the promotion of such objects and construct, maintain, and alter any buildings or erections necessary for the work of PGGB;
- 4.8 make regulations for any property which may be so acquired;
- 4.9 subject to such consents as may be required by law, sell, lease, or otherwise dispose of all or any of the property or assets of PGGB;
- 4.10 accept gifts and borrow or raise money for such objects on such terms and on such security as shall be thought fit;

- 4.11 raise and maintain a common fund or funds and invite and receive contributions from any person or persons whatsoever by subscription or otherwise to be applied and used in promoting the aforesaid objects, notwithstanding that PGGB is to be run on a non-profit making basis;
- 4.12 invest the money of PGGB not immediately required in or on such investments, securities or property as may be thought fit, subject to such conditions (if any) as may for the time being be imposed or required by law;
- 4.13 establish rules of activity for PGGB and to do all such acts or things as are incidental or conducive to the attainment of the above objects;
- 4.14 carry out the objects of PGGB as principals, agents or otherwise, and by or through agents or otherwise and either alone or in conjunction with others;
- 4.15 make ex-gratis payments to Members and/or their dependants in the event of death or incapacity of any Member; and
- 4.16 do all such acts or things as are necessary, incidental or conducive to the attainment of the above objects, or shall tend to promote or advance the interests of PGGB and of its Members.

LIMITATION OF LIABILITY AND NO DISTRIBUTION

5. Liability of Members

- 5.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of PGGB in the event of the same being wound up while they are a Member or within one year after they cease to be a Member, for
 - 5.1.1 payment of PGGB's debts and liabilities contracted before they cease to be a Member,
 - 5.1.2 payment of the costs, charges and expenses of winding up, and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

6. No Distribution to Members

- 6.1 The income and property of PGGB shall be applied solely towards the promotion of its objects as set out at Article 3 and no part of such property and income may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members.
- 6.2 Nothing in this Article 6 prevents any payment in good faith by PGGB:
 - 6.2.1 of reasonable remuneration to any Member who is an officer or employee of PGGB or the Subsidiary or who otherwise provides any services to PGGB or the Subsidiary;
 - 6.2.2 of interest at a reasonable and proper rate on money lent by any Member to PGGB; or
 - 6.2.3 of reasonable rent for premises demised or let by any Member to PGGB.
- 6.3 If upon the winding-up or dissolution of PGGB there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members generally, but shall be given or transferred to:
 - 6.3.1 a body or bodies having objects similar to the objects of PGGB and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on PGGB by virtue of this Article 6;

- 6.3.2 if and so far as effect cannot be given to the provisions of Article 6.3.1, then to a body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto;

such body or bodies to be determined by the Members at or before the time of dissolution.

MEMBERSHIP

7. Membership Qualifications and Approval Procedure

- 7.1 Membership of PGGB is open to individuals engaged or permanently employed in production, management and accounting of film, television and visual media production with proven experience.
- 7.2 Every Member agrees as a condition of being admitted as a Member to be bound by these Articles, and the Code of Conduct.
- 7.3 The procedure for applications shall be as set out in the Code of Conduct. Any application will be considered by the Membership Committee in accordance with Article 8, who will recommend, in confidence, approval or otherwise to the Board. Final approval or otherwise will be given by the Board in its sole discretion and the decision of the Board will be final.
- 7.4 No further application for membership will be considered from an unsuccessful applicant for a minimum period of 12 months from the date of notification of the unsuccessful application. Subject to this, there is no limit to the number of times an application can be considered by the Membership Committee.

8. Membership Committee

- 8.1 The Membership Committee shall have a minimum of ten Members with a maximum of 25 Members. Members of the Membership Committee shall be appointed by the Board for a term of four years, after which they shall be eligible for re-appointment by the Board. The quorum for meetings of the Membership Committee to consider applications shall be 6 members of the Membership Committee.
- 8.2 An application for membership must be approved by a simple majority of the Membership Committee for final approval or otherwise by the Board in accordance with Article 7.3.
- 8.3 The Membership Committee reserves the right to recommend to the Board that it reject an application for membership and the Membership Committee has no obligation to give reasons for such recommendation.
- 8.4 If an applicant is accepted by the Board, they shall be admitted as a Member in one of the categories set out in Article 9 subject to payment of (i) the application fee (as determined in accordance with Article 10); and (ii) the appropriate annual subscription for their category of membership, by such method as determined by the Board.

9. Membership Categories

- 9.1 A Member shall be a Full Member, Supplementary Member, Overseas Full Member, Overseas Supplementary Member, Retired Member or Honorary Member.
- 9.2 If at any time a new membership category may be required for any reason, the new membership category may only be implemented with approval of the Board.
- 9.3 A Full Member shall be a person who:

- 9.3.1 resides in the UK; and
- 9.3.2 has the relevant experience (as set out in the Code of Conduct) in either:
- (a) a freelance role, being a producer, line producer, executive producer, co-producer, production supervisor, production manager, 1st assistant director, 2nd assistant director, head of production, location manager, assistant location manager, production coordinator, assistant production co-ordinator, financial controller, production accountant, assistant production accountant, unit manager, VFX producer, VFX supervisor, VFX co-ordinator, post production supervisor, post production co-ordinator or sustainability co-ordinator; or
 - (b) a permanently employed role at a company or organisation that is active in the film or TV industry, such as, by way of example only, a financial administrator, administrator, accountant or in studio management.
- 9.4 A Supplementary Member shall be a person who:
- 9.4.1 does not have enough experience to join PGGB as a Full Member, as set out in Article 9.3; and
 - 9.4.2 has adequate experience to work in production, accounts and management departments as set out in the Code of Conduct.
- 9.5 After completing three productions satisfactorily with three different senior practitioners, Supplementary Members and Overseas Supplementary Members are then expected to apply to become Full Members or Overseas Members (as applicable) and the maximum period for being a Supplementary Member or Overseas Supplementary Members (as applicable) is three years. Should a Supplementary Member or Overseas Supplementary Members (as applicable) wish to become a Full Member or Overseas Member (as applicable), such Member shall apply in accordance with the procedure for new Members in Article 7.3.
- 9.6 An Overseas Full Member shall be a person who meets all the criteria to be a Full Member but resides outside the UK and an Overseas Supplementary Member shall be a person who meets all the criteria to be a Supplementary Member but resides outside the UK.
- 9.7 A Retired Member shall be a former Full Member or former Overseas Full Member who retired from their occupation and whom the Board in its sole discretion allocated to the category of Retired Member.
- 9.8 An Honorary Member shall be a person who:
- 9.8.1 is a Full Member, Supplementary Member, Overseas Full Member, Overseas Supplementary Member or Retired Member and is appointed an Honorary Member by the Board in its sole discretion; or
 - 9.8.2 is not a Member and is elected as an Honorary Member by the Board in its sole discretion.
- 9.9 Supplementary Members, Overseas Supplementary Members and Retired Members shall not be entitled to receive notice of, vote at or be counted as part of the quorum at General Meetings.
- 9.10 Full Members, Supplementary Members, Overseas Members and Retired Members shall pay such application fees and annual subscriptions as determined in accordance with Article 10.
10. **Subscriptions and Application Fees**

- 10.1 All Members, except Honorary Members, shall pay such annual subscription as the Annual General Meeting may decide from time to time:
- 10.1.1 subscriptions shall become due and payable in full on the 1st April of each year;
 - 10.1.2 at the discretion of the Chief Executive Officer subscriptions may be paid annually, bi-annually or quarterly; and
 - 10.1.3 if a Member joins in the course of a year, the annual subscription payable shall be a pro rata proportion of the annual subscription for that year.
- 10.2 The application fee for membership of PGGB shall be proposed by the Board and determined by the Members at each Annual General Meeting.
- 10.3 Any Member whose current annual subscription shall not have been paid and who neglects to comply with a written request for payment within 28 days after the date on which the same has been sent to them, shall cease to be a Member on the expiration of such 28 days ("**Lapsed Member**"). Only at the discretion of the Board may the 28 days be extended. The Board may readmit the Lapsed Member if reasons satisfactory to the Board are given for such delay and on payment of the current annual subscription and any arrears.
- 10.4 Nothing contained herein shall in any way derogate from any Member's individual right or responsibility to any other established union or guild to which they may be required to belong.

11. Termination of Membership

- 11.1 Membership of PGGB may be terminated by a Member at any time by sending a notice of resignation to the Chief Executive Officer but no refunds of annual subscriptions shall be payable in respect of the subscription year in which they resign.
- 11.2 The rights of a Member are not transferrable and a Member shall automatically cease to be a Member if:
- 11.2.1 they die, become bankrupt or enter into any composition with creditors; or
 - 11.2.2 they fail to pay subscription amounts in accordance with Article 10.3.
- 11.3 The Board may (in its discretion), by resolution of a three quarters majority of those directors present and voting at a duly convened meeting, terminate the membership of any Member where the Board determines that it is in the best interests of the PGGB that the membership is terminated. The individual Member concerned shall be given reasonable opportunity to make representations to the Board in writing before a final decision is made, save in circumstances where there has been a material or persistent breach of these Articles or the Code of Conduct by a Member (as determined by the Board), in which case the Board may terminate such Member's membership with immediate effect by written notice to such Member. There shall be no right of appeal from a decision of the Board to terminate the membership of a Member.

BOARD OF DIRECTORS

12. The Board

- 12.1 The policy and general management of the affairs of PGGB shall be directed by the Board. Unless and until the determined otherwise by ordinary resolution, the number of directors shall not be less than 10 and not more than 19.
- 12.2 The Board will consist of at least 10 directors appointed in accordance with this Article 12 ("**Elected Directors**"), but no more than 13 Elected Directors, who will each hold office for four consecutive

years following their appointment at the relevant Annual General Meeting and up to 6 Co-Opted Directors who will each hold office in accordance with Article 13.

- 12.3 Elected Directors shall retire by rotation and be appointed as follows:
- 12.3.1 three Elected Directors will retire by rotation at each Annual General Meeting and the Elected Directors to retire shall be those who have been longest in office since their last appointment or reappointment. Where there are Elected Directors at equal seniority, the Elected Director(s) to retire shall, in absence of agreement between those Elected Directors, be selected by the drawing of lots; and
 - 12.3.2 vacancies on the Board for Elected Directors shall be filled by election each year through the nomination process and online ballot set out in Articles 12.6 to 12.10, and subject to termination of office by resignation or otherwise, Elected Directors will remain in office until they retire and their successors have been elected.
- 12.4 Any Elected Director, who has served on the Board for four consecutive years (which shall include any period in which such Elected Director served on the Board as a Co-Opted Director) and is due for retirement by rotation, shall retire but will be eligible for re-election for one further term of four consecutive years only. After a total of two terms of office they may not be eligible for nomination, re-election or co-option for one year thereafter.
- 12.5 An Elected Director shall cease to hold office if they:
- 12.5.1 shall fail to attend three Board meetings in any rolling calendar year and who shall not within 30 days of demand furnish to the Board a satisfactory explanation in writing of their failure to attend;
 - 12.5.2 notify the Chief Executive Officer of their resignation; or
 - 12.5.3 are removed in accordance with the provisions of the Act; or
 - 12.5.4 cease for any reason to be a Full Member or Honorary Member.
- 12.6 The Board shall notify the Voting Members of vacancies on the Board for Elected Directors arising from the completion of a term of office no later than 35 days prior to the Annual General Meeting. Vacancies for Elected Directors shall be filled by nominees and if the number of nominees exceeds the number of vacancies there shall be an online ballot of the Voting Members.
- 12.7 Nominations must be proposed in writing by a Voting Member and seconded by another Voting Member. Only Full Members and Honorary Members shall be eligible for election. The written consent of the nominee must accompany the nomination. The nomination must be delivered to the Chief Executive Officer by no later than twenty-one days prior to the Annual General Meeting.
- 12.8 A ballot list of nominees (in alphabetical order) shall be circulated to all Voting Members and made available on PGGB's website no later than fourteen days before the Annual General Meeting. Each Voting Member shall be entitled to one vote per nominee for any number of such nominees not exceeding the number of vacancies for Elected Directors. Only votes made through the online ballot at least twenty-four hours prior to the Annual General Meeting will be counted.
- 12.9 The results of such ballot shall be announced at the Annual General Meeting. If two or more nominees obtain an equal number of votes, and one nominee does not withdraw, the Voting Members present in person or by proxy at the Annual General Meeting shall vote by secret ballot between the nominees who have so tied and in the event of a further tie the Chairperson of the meeting shall have a further or casting vote.

12.10 Should any vacancy on the Board for Elected Directors occur during the term of any year, the Board in its discretion may appoint the nominee with the next highest number of votes not elected at the preceding Annual General Meeting, and any person so elected shall fulfil the term of office of the outgoing Elected Director. If such nominee is not willing or available for election, that nominee with the next highest number of votes not selected at the preceding Annual General Meeting shall replace them, and so on.

12.11 For the purposes of this Article 12, a year is the period between two Annual General Meetings, however long it may be.

12.12 If a director is required to retire at an Annual General Meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting.

13. **Co-Opted Directors**

13.1 The Board shall be entitled to co-opt additional individuals to the Board, at its absolute discretion and where it considers it necessary for the purpose of furthering the interests of PGGB ("**Co-Opted Directors**"), provided that there shall be no more than 6 Co-Opted Directors on the Board at any time. Subject to Article 18.4, a Co-Opted Director's position on the Board shall be on the following basis:

13.1.1 a Co-Opted Director shall be co-opted for a term of one year, after which they shall retire and shall either (i) be eligible for co-option by the Board for a further term of one year or (ii) stand for election as an Elected Director in accordance with Article 12, if eligible; and

13.1.2 a Co-Opted Director may sit on the Board for up to eight consecutive years, after which they must resign; and

if a Co-Opted Director stands for election in accordance with Article 13.1.1(ii) and is not elected as an Elected Director or is ineligible to be an Elected Director, they may, at the discretion of the Board, be co-opted for a further term of one year under Article 13.1.1(i).

13.2 Subject to Article 18.4, any Co-Opted Director who has sat on the Board for up to eight consecutive years (which shall include any period in which such Co-Opted Director served on the Board as an Elected Director) may not be eligible for nomination, re-election or co-option to the Board for one year thereafter.

13.3 A Co-Opted Director shall cease to hold office if they:

13.3.1 shall fail to attend four consecutive Board meetings and who shall not within 30 days of demand furnish to the Board a satisfactory explanation in writing of their failure to attend; or

13.3.2 notify the Chief Executive Officer of their resignation; or

13.3.3 are removed by resolution of the Board; or

13.3.4 are removed in accordance with the provisions of the Act.

14. **Alternates**

14.1 A Director may appoint a named alternate to attend and (if relevant) vote at meetings of the Board in their absence, such alternate to be subject to the approval of the Board. Each Director shall prior to a meeting of the Board notify the Chief Executive Officer in writing of the identity of their alternate (if any).

14.2 An alternate director shall be deemed for all purposes to be a Director and shall be subject in all respects to these Articles relating to Directors and shall alone be responsible to PGGB for their own acts and defaults and shall not be deemed to be the agent of the Director appointing them.

15. **Proceedings of the Board**

15.1 The Chief Executive Officer, when called upon by at least two Directors, shall call meetings of the Board as often as business shall require. At least five meetings shall be called between each Annual General Meeting, at such times and place as may be decided by them. The Chief Executive Officer shall give at least five days clear notice of each meeting to each Director.

15.2 The quorum for a meeting of the Board shall be 50% of the Directors, present in person or by their duly appointed alternate, of whom at least one shall be an Officer. If there is not a quorum present at a designated Board meeting, any decision taken must be approved by the relevant number of Directors who make up the quorum after circulation of the minutes of the original meeting.

15.3 All resolutions of the Board shall be approved by a simple majority of the Directors present and voting.

15.4 A meeting of the Board may consist of a conference between Directors who are not all in one place, provided that each Director who participates is able, directly or by telephonic or other communication, to speak to each of the others and to be heard by each of the others simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place at the place from where the Chairperson participates.

15.5 A resolution in writing approved by a simple majority of the Directors entitled to receive notice of a meeting of the Directors and to vote on the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors.

15.6 All acts done in good faith by a meeting of the Board or of any committee or by a person acting as a Director or a member of a committee shall, notwithstanding that there was some defect in the appointment or continuance in office of any Director, or member of a committee or person so acting, or that they or any of them were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified to be, and had continued to be, a Director or member of the committee and had been entitled to vote.

15.7 A minute book shall be kept by the Chief Executive Officer as a record of all proceedings and resolutions of the Board.

16. **Directors' Conflicts of Interests**

16.1 A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with PGGB or in any transaction or arrangement entered into by PGGB which has not previously been declared. A Director must, if so requested by the Chairperson, absent themselves from any discussions of the Directors in which it is possible that a conflict will exist between their duty to act solely in the interests of the PGGB and any personal interest (including but not limited to any personal financial interest).

16.2 If a conflict of interest arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:

16.2.1 the conflicted Director is, if so requested by the Chairperson, absent from any part of a meeting at which authorisation of that conflict of interests or loyalties is considered

- or at which there is a discussion of any arrangement or transaction affecting that other organisation or person;
 - 16.2.2 the conflicted Director does not vote or count in the quorum in respect of any resolution of the Directors authorising their conflict of interest; and
 - 16.2.3 the unconflicted Directors consider it is in the interests of PGGB to authorise the conflict of interests or loyalties in the circumstances applying.
- 16.3 Without prejudice to the obligation of any Director to disclose their interest in accordance with section 177 of the Act, and provided any relevant conflict of interest has been authorised in accordance with Article 16.2 above, a Director may attend and vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which they are directly or indirectly interested. The Director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if they vote their vote shall be counted.

17. **Powers**

- 17.1 The policy and general management of the affairs of PGGB shall be directed by the Board in conjunction with the Executive Committee. Without limiting the generality thereof, the Board shall in the furtherance of the objects of PGGB have the following powers:
- 17.1.1 to make announcements and issue statements or publications in the name of PGGB;
 - 17.1.2 to appoint, and remove or suspend such staff and agents, for permanent, temporary or special services, as they think fit, and to determine their powers and duties, and fix their remuneration and to require security in such instances and to such amounts as they think fit;
 - 17.1.3 to institute conduct, defend, compound or abandon any legal proceedings or otherwise concerning the affairs of PGGB or its officers acting in their capacities as officers;
 - 17.1.4 to compound and allow time for payment or satisfaction of debts due, and of any claims or demands by or against PGGB;
 - 17.1.5 to refer any claims, or demands by or against PGGB to independent arbitration, and observe and perform the awards;
 - 17.1.6 to determine who shall be entitled to sign on PGGB's behalf, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents provided that at all times two signatories would be necessary for all documents or cheques requiring expenditure or the incurring of liability by PGGB and such signatories to be the Chief Executive Officer and another person as authorised by the Board;
 - 17.1.7 to enter into all such negotiations and contracts and rescind and vary all such contracts, and do all such acts, deeds and things in the name and on behalf of PGGB as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purpose of PGGB;
 - 17.1.8 to act on behalf of PGGB in any way in accordance with these Articles, and, subject to the provisions of these Articles relating to the responsibilities of the Chief Executive Officer and the Executive Committee, shall be responsible for the administration of PGGB between Annual General Meetings and shall have control and management of the income and property of PGGB and also the entire management and supervision of all other affairs and concerns thereof;

- 17.1.9 to co-opt additional persons as Co-Opted Directors in accordance with Article 13;
- 17.1.10 to appoint special or standing committees as may be deemed necessary by the Board and shall determine their terms of reference, powers, duration, and composition subject always to the provisions of these Articles and provide further that any such sub-committees shall have an advisory capacity only;
- 17.1.11 to propose the amounts of the annual subscriptions payable by Members and the application fees; and
- 17.1.12 to adopt and amend the Code of Conduct as it sees fit.

18. **Officers**

- 18.1 The officers of PGGB shall consist of a Chairperson, two Vice-Chairpersons and a Treasurer (the "Officers").
- 18.2 The Officers shall be appointed, where there is a vacancy, by simple majority vote by the Board at the first meeting of the Board after an Annual General Meeting.
- 18.3 The officers shall be appointed from among the Elected Directors, except that the Board shall have the power to co-opt a Treasurer in accordance with Article 13.
- 18.4 The Treasurer shall hold office for a term of four consecutive years following their appointment and thereafter shall be eligible for appointment as Treasurer for one further term of four consecutive years. After a total of two terms of office as Treasurer they may not be eligible for nomination, re-election or co-option as a Director for one year thereafter, provided that the Board may determine by a resolution that it is in the best interests of the PGGB due to special circumstances existing at that particular point in time that a Treasurer shall be capable co-option for one or more additional years in office as Treasurer.
- 18.5 All Officers of PGGB shall be ex-officio members of all sub-committees of the Board.

19. **Chairperson and Vice-Chairperson**

- 19.1 The office of Chairperson may not be held by an Elected Director for more than four Annual General Meetings. The Chairperson's term will commence at the Board meeting in which they are appointed in accordance with Article 18.2 and shall end on conclusion of the first Board meeting held after their fourth Annual General Meeting as Chairperson.
- 19.2 The office of Vice-Chairperson may not be held by an Elected Director for more than four Annual General Meetings. The Vice-Chairperson's term will commence at the Board meeting in which they are appointed in accordance with Article 18.2 and shall end on conclusion of the first Board meeting held after their fourth Annual General Meeting as Vice-Chairperson.
- 19.3 The Chairperson shall preside at all meetings of the Board except as hereinafter provided.
- 19.4 A Vice-Chairperson shall, in the absence of the Chairperson, exercise the powers of the Chairperson. In the absence of the Chairperson and both Vice-Chairpersons then the Directors present shall elect a Chairperson for that meeting of the Board only.

20. **Treasurer**

The Treasurer shall be responsible for the books and accounts of PGGB and shall render a full and clear report at each meeting of the Board, at each audit and whenever required by resolution of the Board.

21. **Administration**

21.1 The Board shall, as may in its opinion be necessary, appoint and fix the remuneration of the Chief Executive Officer and appoint such other staff of PGGB as the Board deems necessary following consultation with the Chief Executive Officer, who together will be responsible to the Board for the day to day running of PGGB.

21.2 The Chief Executive Officer shall be entitled to attend all meetings of the Board and any sub-committees but shall not be entitled to vote.

22. **Executive Committee**

22.1 The Executive Committee shall consist of the Chairperson, two Vice-Chairpersons, Treasurer (each as appointed in accordance with Article 18) and Chief Executive Officer and its role will be as follows:

22.1.1 the Executive Committee will guide and lead the Board on all matters under UK law or within European regulation and especially where procedure is viewed as open to different interpretations;

22.1.2 the Executive Committee will, in conjunction with any relevant committees of the Board, arrive at a conclusion on relevant industry and official matters, at all times subject to the Board's final approval;

22.1.3 once the Board endorses the Executive Committee's conclusion as a ruling every Member will be expected to apply such procedures; and

22.1.4 if there is disagreement about interpretation between Members or a Member has a complaint, Members will have the right to apply for an Executive Committee ruling in accordance with the procedure in Article 22.2.

22.2 The procedure for Members who wish to make a formal complaint or seek an Executive Committee ruling is as follows:

22.2.1 a signed letter shall be forwarded to the Chairperson detailing the matter at issue;

22.2.2 copies will be distributed to the two Vice Chairpersons, Treasurer and the Chief Executive Officer (in each case, where appointed);

22.2.3 the Chairperson will attempt to settle the matter informally and amicably if possible;

22.2.4 failing this action, the Executive Committee will meet to resolve the matter and make a ruling within 14 days of receipt of the letter detailing the matter at issue;

22.2.5 if appropriate, legal or professional advice may be sought by the Executive Committee;

22.2.6 in matters of complaint, the Executive Committee will also have the power to recommend to the Board a form of disciplinary action against Members if they are found to be transgressors. Such action may include:

(a) suspension of membership;

(b) suspension of the right to vote on any matter connected with PGGB; or

(c) termination of membership in accordance with Article 11.3;

- 22.2.7 after the Executive Committee has ruled, or in the event it has failed to agree, the matter may be referred by either party to the Board which shall then make a ruling and the majority decision of the Board will be final and there shall be no right of appeal; and
- 22.2.8 in every case, unless the Board, having regard to the circumstances of the matter, resolves otherwise, matters referred to the Executive Committee shall remain confidential to the Board.

GENERAL MEETINGS

23. Annual General Meeting

- 23.1 The Board shall convene an Annual General Meeting to be held by no later than the 30th July in each year. The Annual General Meeting shall be held at such time and place as the Board shall direct.
- 23.2 Each Annual General Meeting shall review and transact the following business:
- 23.2.1 to receive, review and approve the report of the Board;
 - 23.2.2 to receive, and if approved, adopt a statement of PGGB's audited accounts to the end of the preceding financial year;
 - 23.2.3 to announce the result of the online ballot of Voting Members to replace the retiring Elected Directors;;
 - 23.2.4 to approve an auditor or auditors, as nominated by the Board;
 - 23.2.5 to deal with any special matter which the Board desires to bring before the Members; and
 - 23.2.6 to receive any other issue raised by any Member in advance by submitting written notice of such issue to the Chief Executive Officer at least 21 clear days before the appointed date for the meeting.

24. Extraordinary General Meeting

- 24.1 The Board may convene an Extraordinary General Meeting at any time as it thinks fit.
- 24.2 An Extraordinary General Meeting must be convened within 28 days of receipt of a request in writing, specifying the object of the meeting, signed by not less than 15 Members to deal with any matter which the Members requiring the meeting may desire to place before a general meeting of PGGB.

25. Notice of General Meetings

- 25.1 The Chief Executive Officer shall issue notices to all Members giving fourteen clear days' notice of the Annual General Meeting and each Extraordinary General Meeting. The notice shall specify the place, the day and the hour of the meeting. The Chief Executive Officer shall prepare an agenda of business to be conducted, which shall accompany each notice.
- 25.2 The accidental omission to give notice of a General Meeting to or the non-receipt of notice of a General Meeting by any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

26. Proceedings at General Meetings

- 26.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business and the quorum shall be 20 Voting Members present in person or by proxy, at least 15 of whom are not Directors.
- 26.2 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such other date and at such other time or place as the Board may determine. At least three clear days' prior notice of any such adjourned meeting shall be given to all Members. If at such adjourned meeting a quorum is not present within half an hour of the time appointed for the holding of the meeting, the Voting Members present shall be deemed to constitute a quorum.
- 26.3 The Chairperson shall preside as chairperson at every General Meeting. If at any meeting the Chairperson shall not be present within five minutes after the time appointed for holding the meeting or they are unwilling to preside, then a Vice-Chairperson shall preside as chairperson. If no such Vice-Chairperson is present within five minutes after the time appointed for holding the meeting or is unwilling to preside, then the Voting Members present acting by majority in number shall choose a Director to preside as chairperson.
- 26.4 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands of Voting Members present in person or by proxy. Subject to the provisions of the Act, a three-quarters majority of Voting Members present in person or by proxy and voting in favour of the relevant resolution shall be needed to pass any resolution. A declaration by the chairperson 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 minute book of PGGB shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 26.5 A general meeting may be held by any suitable electronic means which permits each participant to hear each of the other participants addressing the meeting and, if they wish to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any member so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the chairperson is for that meeting. The Directors may resolve that access to any general meeting may be partially or only by teleconference, video-conference or any other virtual or electronic format. It shall not be necessary for two or more Members to be physically present in the same place for such a meeting to take place.
- 26.6 A minute book shall be kept by the Chief Executive Officer as a record of all proceedings and resolutions of General Meetings.
27. **Votes of Members**
- 27.1 Every Voting Member shall have one vote. Supplementary Members, Overseas Supplementary Members and Retired Members shall not be entitled to vote.
- 27.2 Votes may be given on a show of hands either personally or by proxy. A Member is entitled to appoint any person as their proxy to attend, speak and, in respect of Voting Members, vote at a General Meeting.
- 27.3 The instrument appointing a proxy shall be in writing and signed by the appointor. Such instrument shall be given to PGGB in accordance with Article 28.7 not less than 48 hours (excluding non-working days) before the time appointed for holding the meeting or (when provided by these Articles) adjourned meeting at which the person named in the instrument proposes to vote. In default of this Article 27.3 the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 Months from the date of its execution.

27.4 Any instrument appointing a proxy shall be in the following form or as near to it as possible or in any other form which the Board may approve:

"I, [Voting Member's name]

of [insert address]

a [Full/Overseas Full/Honorary] Member of The Production Guild of Great Britain, hereby appoint [proxy]

of [insert address] to vote for me and on my behalf at the [Annual/adjourned/General] Meeting of The Production Guild of Great Britain to be held on [insert date] and at every adjournment thereof.

.....
[Signature of Voting Member]

Date: [insert date]"

NOTICES

28. Notice Provisions

28.1 Subject to the Articles, anything sent or supplied by or to PGGB under these 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 PGGB.

28.2 A notice to be given to or by a person pursuant to these Articles shall be in writing except that a notice convening a Board meeting need not be in writing.

28.3 Any notice, instrument of proxy, document or information ("**Document**") may be given, sent or supplied by PGGB to any Member either:

28.3.1 personally; or

28.3.2 by sending it by post in a prepaid envelope addressed to the Member at their registered address, or by leaving it at that address or another address notified for the purpose; or

28.3.3 by sending it in Electronic Form to a person who has agreed (generally or specifically) that the Document may be sent or supplied in that form (and has not revoked that agreement) and has confirmed to or notified PGGB of an address for that purpose; or

28.3.4 by making it available on a website in accordance with Article 28.4.

28.4 Subject to the Act, PGGB may give any Document under these Articles to a Member by publishing that Document on a website where:

28.4.1 the Member has agreed (generally or specifically) that the Document may be sent or supplied to them in that manner or the Member is deemed to have so agreed as they failed to respond to an individual request from PGGB to send Documents in that manner within 28 days of the date on which PGGB's request was sent;

28.4.2 the Document is one to which that agreement applied;

28.4.3 the member is notified, in a manner for the time being agreed between them and PGGB for the purpose, of:

- (a) the presence of the Document on a website;
- (b) the address of that website; and
- (c) the place on that website where the Document may be accessed; and
- (d) how to access the Document; and

28.4.4 the Document is available on that website throughout the Publication Period (as defined below), provided that, if the Document is published on that website for a part, but not all of, such period, the Document shall be treated as being published throughout that period if the failure to make it available throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected PGGB to prevent or avoid.

For the purpose of this Article 28.4, "**Publication Period**" means the period specified by any applicable provision of the Act or of these Articles or if no such period is specified, a period of not less than 28 days, beginning on the day on which the notification referred to in Article 28.4.3 is sent to the Member in question.

28.5 Proof that an envelope containing a Document was properly addressed, prepaid and posted shall be conclusive evidence that the Document was given. Proof that a Document in Electronic Form was sent or given in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators current at the date of adoption of these Articles, or, if the directors so resolve, any subsequent guidance so issued, shall be conclusive evidence that the Document was sent or given. A Document sent by PGGB to a Member by post shall be deemed to be given or delivered:

28.5.1 if sent by first class post or special delivery post from an address in the United Kingdom on the day following that on which the envelope containing it was posted; or

28.5.2 in any other case, on the second day following that on which the envelope containing it was posted.

28.6 A Document sent by PGGB to a Member in Electronic Form shall be deemed given to the Member on the day following that on which it was sent to the Member. Such a Document shall be deemed given by PGGB to the Member on that day notwithstanding that PGGB becomes aware that the Member has failed to receive the relevant Document for any reason and notwithstanding that PGGB subsequently sends a copy of such Document by post to the Member.

28.7 Unless otherwise provided by these Articles, a Member shall give any Document under these articles to PGGB by whichever of the following methods they may in their absolute discretion determine:

28.7.1 by posting the Document in a prepaid envelope addressed to such address for the time being notified by PGGB for that purpose; or

28.7.2 by leaving the Document at such address for the time being notified by PGGB for that purpose; or

28.7.3 by sending the Document in Electronic Form to such address (if any) for the time being notified by or on behalf of PGGB for that purpose.

INDEMNITY

29. **Indemnity**

Subject to the provisions of and so far as may be consistent with the Act, every Director or other Officer shall be indemnified out of the funds of PGGB against all costs, charges, losses, expenses and liabilities incurred by them in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their power and/or otherwise in relation to or in connection with their duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by them in defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by them as a Director or Officer and in which judgment is given in their favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part) or in which they are acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to them by the court.