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**RULES AND REGULATIONS  
OF THE PERFORMING RIGHT SOCIETY LIMITED**

as amended on 24 May 2018



**Rules and Regulations**  
**of the**  
**Performing Right Society Limited**

AN ASSOCIATION OF COMPOSERS, AUTHORS AND PUBLISHERS OF MUSIC

Limited by Guarantee-No Share Capital

This edition incorporates the rules made pursuant to Clause 3(d) of the Memorandum of Association and Article 54 of the Articles of Association, as amended on 24 May 2018, and regulations prescribed pursuant to Articles 43 and 59(c) as in force on the same date.

Registered office

2 PANCRAS SQUARE, LONDON N1C 4AG

# THE PERFORMING RIGHT SOCIETY LIMITED

## RULES

made pursuant to Clause 3(d) of the Memorandum of Association  
and Article 54 of the Articles of Association

### RULE 1

In these Rules, unless there be something in the subject or context inconsistent therewith:

- (a) "Affiliated society" means any of the societies in other countries, having objects similar to those of the Society, with which the Society is for the time being affiliated.
- (b) "Author" includes Adapter and Translator.
- (c) "Composer" includes Arranger of non-copyright music.
- (cc) "Copyright Act" means the Copyright, Designs and Patents Act 1988 as amended from time to time.
- (d) "Distribution" means any distribution which may, pursuant to these Rules, be made among the Members and Affiliated societies out of the monies received by the Society in respect of the exercise of the rights, licence or authority granted by them to the Society; and "distributed" and "distributable" have corresponding meanings.
- (dA) "Distribution Date" means:
  - (i) in relation to the Rights Revenue directly collected by the Society, the last day of the ninth calendar month immediately following the end of the Society's relevant financial year;
  - (ii) in relation to Rights Revenue received by the Society from any Affiliated society in respect of the exercise outside of the United Kingdom of the rights to be administered by the Society in the works controlled, assigned to, or operated by the Society, the last day of the sixth calendar month immediately following the receipt of such amounts.
- (e) "Dramatico-musical work" means an opera, operetta, musical play, revue or pantomime, in so far as it consists of words and music written expressly therefor.
- (f) "Board" means the Board for the time being of the Society, as constituted and authorised to act pursuant to the Society's Articles of Association.

- (g) "In writing" means written or printed, or partly written and partly printed.
- (h) "Member" means and includes any person admitted to membership of the Society pursuant to the Society's Articles of Association.
- (i) "Net fee" means the net sum allocated as distributable in respect of a particular work.
- (j) "Normal basis of division" means the basis laid down by the Board from time to time to regulate the apportionment of the net fees between two or more persons interested in the same work.
- (k) "Performance" includes, unless otherwise stated, any mode of acoustic presentation, including any such presentation by means of a sound recording, film, communication to the public, or by any other means, and references to "perform" and "performing" shall be constructed accordingly.
- (l) "Performing right" means, in respect of any work:
  - (a) the right to perform the work in public;
  - (b) the right to communicate the work to the public;
  - (c) all rights in the nature of the rights under (a) and (b) above including any extension or modification of those rights which by virtue of any present or future enactment exist or may exist;
  - (d) such corresponding rights as exist under the laws relating to copyright in all other countries in the world as in force from time to time;
  - (e) all accrued causes of action in respect of each of the rights mentioned in Article 1 (xix) (a) to (d) inclusive; and
  - (f) all parts and/or shares of or interest in each of the rights mentioned in Article 1(xix) (a) to (e).
- (m) "Persons interested" in a work means and includes any Member whom the Board in its discretion from time to time determines to be the composer, author or publisher of a work as above defined or proprietor of any of the rights in such work which, under the Articles, may be administered by the Society; and any person elected to membership as the successor of a deceased member or other deceased person whom the Board in its discretion determines to have been the composer, author or publisher of such work or proprietor of any such rights in such work; and any Affiliated society.
- (n) "Proprietor" means a proprietor of any right which may be administered by the Society in any music or in any words which are or may be associated with any music.
- (o) "Publisher" in respect of any work means any Member who has:

- (i) acquired the publishing right or licence in the work;
  - (ii) given an undertaking to use all reasonable endeavours to exploit the work for the benefit of the persons concerned; and
  - (iii) either:
    - (a) published the work in the normal manner customary in the music trade or otherwise exploited the work for the benefit of the persons interested therein; or
    - (b) obtained and, if so requested by the Society, filed with the Society a certificate signed by the writer(s) of the work authorising the Society to treat the member as so publishing or exploiting the work; provided that such certificate shall have no effect if at the time it was given or at the time the publisher acquired the publishing right or licence in the work, the writer(s) had no interest in the copyright in the work.
- (oA) "relevant financial year" means, in relation to a distribution, the financial year in which the Rights Revenue from out which that distribution is made was collected and/or received by the Society.
- (oB) "Rights Revenue" means all sums referred to in Rule 2(b) of these Rules.
- (p) "Share" means such proportion of the net fee as may be allocated to a person interested in a particular work.
- (pp) "Society" means Performing Right Society Limited.
- (q) Words importing the singular number include the plural number and vice versa.
- (r) Words importing the masculine gender include the feminine.
- (s) Words importing persons include corporations.
- (t) "Work" means a work in which the Society owns or controls any of the rights which, under the Articles, may be administered by the Society.
- (u) "Film" has the meaning ascribed to it in Section 5B of the Copyright Act.
- (v) "Musical work", without prejudice to the generality of the expression, includes:
  - (i) any part of a musical work,
  - (ii) any vocal or instrumental music recorded on the soundtrack of any film,

- (iii) any musical accompaniment to non-musical plays,
  - (iv) any words or music of monologues having a musical introduction or accompaniment,
  - (v) any other words (or parts of words) which are associated with a musical work (even if the musical work itself is not in copyright, or even if the performing right in the musical work is not administered by the Society).
- (w) Any reference in these Rules to "communication to the public" shall be deemed to be a reference to that term as it is defined in the Copyright Act; and related expressions shall be construed accordingly. For the avoidance of doubt, nothing in these Rules shall affect or be construed as affecting the right of the owner of the copyright in a work to copy or to authorise the copying of the work on or in connection with the making and/or reception of the communication of that work to the public.

## **RULE 2**

- (a) By virtue of the rights vested or required to be vested in the Society pursuant to its Articles of Association, the Society shall exercise and enforce, in accordance with these Rules, and for the benefit of its Members and the members of Affiliated societies, all the rights and remedies conferred and provided by the Copyright Act and all other Acts for the time being in force, in relation to all works the rights in which are vested in or controlled by or required to be vested in or controlled by the Society, pursuant to the said Articles. All monies received by the Society in respect of the exercise of the rights, licence or authority granted by the Members and the Affiliated societies shall, subject to the said Articles, be divided, apportioned, distributed or otherwise dealt with in accordance with these Rules.
- (b) All sums collected and/or received by the Society in respect of the exercise in the United Kingdom and overseas of the rights to be administered by the Society in the works controlled, assigned to, or operated by the Society shall in the first place be credited to such separate revenue accounts as the Board shall from time to time direct.
- (c) The Society's expenses of, and incidental to, the collection and distribution of its revenue and the carrying out and administration of its business and operations shall be deducted from the sums credited respectively to the said revenue accounts in such a manner and in such proportions as the Board shall from time to time direct. All sums remaining after such deductions as are authorised by these Rules or the Articles shall be distributed among the persons interested in the several works, in such manner and in such proportions as the Board may from time to time determine, having regard to such value, in relation to the rights being administered by the Society in the said works, as the Board may from time to time assign to each work and to the number of times the rights have been exercised in each work

as determined from the returns made by the licensees of the Society or in such other manner as the Board may from time to time determine, and as regards each such work among the persons interested therein in accordance with the normal basis of division, subject to Article 11B and Article 11C of the Articles of Association and paragraph (f) and (j) of this Rule. Provided that pending such distribution the Board may authorise the application of such amounts from the revenue accounts to the purchase of such investments, and upon such terms, as the Board shall from time to time determine.

- (d) All sums received by the Society other than those specified in paragraph (b) of this Rule shall be dealt with and distributed in accordance with paragraphs (b) and (c) of this Rule, subject to such modifications as may be necessary or the Board may from time to time direct.
- (e) In the case of works the performing right in which was controlled by the Society before the 6th day of March, 1934, the distribution of fees shall be governed by the Rules in force immediately prior to the 19th day of March, 1934, save as amended by paragraph (i) of this Rule.
- (f)
  - (i) Subject to paragraph (ii) below, in the case of works the performing right in which was first controlled by the Society on or after the 6th day of March 1934, the distribution of fees shall be governed by the present Rules, and the normal basis of division may be varied by agreement between the persons interested in such works upon written notice of such agreement, being given to the Society in a manner acceptable to the Society. Provided that the share of the publisher and/or proprietor of the performing right shall not exceed one half of the net fee.
  - (ii) In the case of any work specially written for a film, the performing right in which work was first controlled by the Society on or after the 4th day of July 1990, the share of the publisher shall not exceed two-twelfths (or its decimal equivalent as determined by the Board) of the net fee, unless in the agreement between the publisher and the writer(s) of the work, the publisher has undertaken to use all reasonable endeavours to exploit the work for the benefit of the writer(s) by means additional to the inclusion of the work in the soundtrack of the film for which it was commissioned and the public performance or communication to the public of the film in question.
- (g)
  - (i) Subject to paragraph (ii) below, any member may by notice in writing to the Society require the Society to pay any person named in such notice the whole or any stated proportion of the total sum allocated to such member at any given distribution, provided that such notice:
    - (a) does not specify any particular work;

- (b) shall, in the absence of a term expressly excluding the right of any person named in the notice to enforce any provision thereof as against the Society, be deemed to incorporate such a term; and

always provided that such notice shall cease to have effect automatically upon the bankruptcy, liquidation or cessation of business of such member.

- (ii) Any payment to be made by the Society pursuant to a notice under paragraph (i) above, shall be subject to the right of the Society or others to receive the whole or part of such total sum allocated to the member at such distribution.
- (ga) Where in relation to any work, the Society is, after taking all necessary measures to identify the persons interested in that work, unable to distribute the net fee on or before the Distribution Date and there are no other objective reasons preventing the Society from meeting that Date, the Board shall –
- (i) cause such sums to be kept in such separate account or accounts as the Board shall direct;
  - (ii) by not later than three months after the Distribution Date, cause to be made available to the members and to its Affiliated societies the following information in respect of the work, where available: the title; the name of the rightholder and/or relevant publisher or producer; and any other relevant information which could assist in identifying the rightholder (“the Information”);
  - (iii) where the steps taken in sub-paragraph (ii) above fail to enable the Society to identify the person interested in the work, cause to make the Information available to the public not later than one year after the expiry of the three month period referred to in sub-paragraph (ii).
- (gb) Where, notwithstanding the steps taken in Rule 2(ga), the Society is unable to identify the person interested in the work for the purposes of paying that person the sum before the expiration of three years from the end of the relevant financial year, the sum shall on the expiration of that period be deemed to be “non-distributable” for the purposes of the following Rule 2(gc) PROVIDED that no sum shall be deemed non-distributable under this Rule where the identity of the person interested in the work has been ascertained or is ascertainable by the Society, but that, having verified its records and other readily available records relating to that person, the Society has been unable to locate the person interested for the purposes of effecting payment of the sum. Such sum shall be considered “unclaimed” for the purposes of these Rules and shall be dealt with in accordance with the provisions of Rule 2(h).



- (gc) All sums deemed non-distributable under Rule 2(gb) shall be dealt with in accordance with the following provisions:
- (i) where the sum relates to any share which may be payable to a publisher or proprietor of the work, the sum shall, where the composer and/or author of the work has been identified, be paid to, as the case may be, that composer and/or author and/or the Affiliated society of which the composer and/or author is a member;
  - (ii) all sums other than sums referred to in Rule 2(gc)(i), shall be credited to such revenue accounts as the Board shall from time to time direct and distributed pro rata amongst the persons entitled to participate in the distribution at which the sum was allocated.

Unless the general meeting shall have otherwise decided, all sums other than sums referred to in Rule 2(gc)(i) shall be credited to such revenue accounts as the Board shall from time to time direct the purpose of distribution pro rata amongst the persons entitled to participate in the distribution at which the sum was allocated.

- (gd) The provisions of Rule 2(ga) to (gc) apply to Rights Revenue collected and/or received by the Society on and after 1 January 2013.
- (h) All sums allocated and unclaimed for three years after the sending out of the Society's notice thereof to the last known address of the Member or of the person to whom he has directed payment thereof to be made, may be forfeited and shall be credited to such revenue accounts as the Board shall from time to time direct and then form part of the overall sums available for distribution.
- (i) Subject to Rule 2(ga), distributions shall be made at such period or periods in each year as may be appointed by the Board, and, when made, shall be final and binding, save in respect of:-
- (i) any valid claims made by the persons interested within a period of three years from the date of the distribution concerned, and
  - (ii) the recovery by the Society of any royalties found to have been paid in error.
- (j) The Society may recover from any member any sums paid in error by deducting such sums from any monies distributable to such member.

### **RULE 3**

- (a) Every Member upon his election shall, where required by the Society, notify musical works in which he is one of the persons interested as defined in Rule 1, and shall do so upon forms or in the manner prescribed by the Society, and shall thereafter where required so notify musical works to the Society as and when he becomes a person interested therein. Every such Member shall also deposit with the Society, upon request by the Society, a print copy of each such work. The Society shall not be responsible for any loss or damage sustained by any Member by reason of his failure to comply with the provisions of this Rule.
- (b) In the event that a Member makes a notification which in the opinion of the Board is false or misleading any registration of persons interested in a work which has been made by the Society pursuant to such notification shall be ineffective.

### **RULE 4**

Information may be submitted by a Member of the Society upon forms or in any manner prescribed by the Society in relation to the performance of musical works which information shall be correct in all material particulars and may be used by the Society in assessing sums to be distributed to Members in accordance with Rule 2 above.

### **RULE 5**

- (a) If a Member makes a notification under Rule 3 or provides information under Rule 4 which is incorrect, misleading or false or if any Member is a party to or benefits from any such notification or information the Board may in its absolute discretion having regard to the circumstances of each case seek the following remedies and take the following measures or any one or more of them.
- (b) The Board may require the Member to repay any sum obtained from the Society improperly and any such sum shall be recoverable from the Member as a civil debt.
- (c) The Board may withhold distributions of fees from the Member until full compensation including costs and expenses incurred by the Society has been effected and the amount of any penalty has been recovered and may withhold distributions of fees from any Member in the interim where there is reason to believe that fees have been obtained improperly and while the facts are being ascertained.
- (d) The Board may impose a summary penalty on a Member who has received or attempted to obtain fees improperly from the Society not exceeding three times the aggregate net fees which the Member has obtained or attempted to obtain together with reimbursement of any expenses incurred by the Society in investigating the matter. The

Board shall only impose a summary penalty if the Member consents to the matter being dealt with by the Board after first being informed in writing of the amount of the proposed penalty and expenses and that if he does not agree to the matter being dealt with summarily by the Board it will be referred to the Disciplinary Panel by way of Complaint for hearing and determination in accordance with Rule 6 below. If the Member consents in writing to the matter being dealt with by the Board he shall be given an opportunity of being heard in person by the Executive Committee or if he so elects by the Board at its next meeting in order to request a cancellation or reduction of the penalty. A Member which is a partnership or limited company shall be represented by a partner or director or by a manager or an officer who is in its permanent and exclusive employment. Any penalty and any expense imposed by the Board and directed by the Board shall be recoverable as a civil debt from the Member.

- (e) The Board may refer any matter to the Executive Committee for investigation or for the preferring of a Complaint to the Disciplinary Panel and may act on recommendations of the Executive Committee and may confirm or reduce any findings or determination of the Disciplinary Panel.
- (f) The Board may take any appropriate proceedings in law and may refer any matter to the appropriate authorities.
- (g) Any net fees withheld or repaid pursuant to this Rule shall be credited to the relevant separate revenue account and shall then form part of the overall sums available for distribution, or be placed to the Reserve Fund at the discretion of the Board. The amount of any penalty or expenses recovered shall be placed to the Reserve Fund.

## **RULE 6**

- (a) The Board may appoint an independent panel to be called the Disciplinary Panel to hear and determine Complaints against Members and to impose penalties where it finds a Complaint proved.
- (b) The Disciplinary Panel shall consist of a Chairman who shall be legally qualified and two lay members. The Chairman and one lay member shall be neither employed by nor a member of the Society. The other lay member may be a member of the Society but shall not be a member of the Board or of any Committee of the Society. Remuneration of the members of the Disciplinary Panel shall be at the discretion of the Board.
- (c) The Board shall be responsible for considering, investigating and taking action upon a matter concerning the conduct of a Member of the Society in his capacity as a Member and in particular any allegation of a breach by a Member of the Articles of Association or of the Rules of the Society.

- (d) The Board may if it thinks fit proceed by way of Complaint before the Disciplinary Panel. A Complaint shall be in writing containing a brief statement of the facts upon which the Board intends to rely addressed to the Chairman of the Disciplinary Panel and a copy shall be sent to the Member concerned.
- (e) On receiving a Complaint the Chairman of the Disciplinary Panel shall give such directions as he considers appropriate to ensure a fair and orderly hearing and determination of the Complaint.
- (f) The Disciplinary Panel shall regulate its own procedure and shall determine the Complaint after a fair and impartial hearing or, if the Member concerned does not appear after being given the opportunity to appear and be heard by himself or by his representative, on the facts proved or admitted to the satisfaction of the Disciplinary Panel.
- (g) The Disciplinary Panel may dismiss a Complaint or where it finds a Complaint proved may in the exercise of its discretion make all or any of the following orders:-
  - (i) The payment of a fine the amount of which shall not exceed the costs of investigating and determining the Complaint which have fallen on the Society together with an amount not exceeding three times the average of the amounts distributed to the Member in the last three years in which distributions have been made to him.
  - (ii) An order that the Member reimburse to the Society the expense incurred by the Society in investigating and rectifying any improper claim or any improper conduct by the Member.
  - (iii) The withholding of distributions due to the Member until any fine shall have been paid and any order for costs has been discharged.
  - (iv) The withholding of distributions due to the Member as a penalty not exceeding three times the aggregate net fees which the Member has received improperly,
  - (v) A caution, warning or admonition,
  - (vi) Legal costs which shall be in the discretion of the Disciplinary Panel and shall be assessed by the Panel and awarded as a fixed sum.
- (h) Any sums of money awarded by the Disciplinary Panel shall be recoverable by the Society or by any other person to whom it is awarded as a civil debt.
- (i) Any determination by the Disciplinary Panel shall be subject to confirmation by the Board and may be reduced or waived but not increased.

## **RULE 6A**

- (a) For the purposes of this Rule:
- (i) "policy" means the policy of the Board in force from time to time;
  - (ii) "Primary Jurisdiction" means the jurisdiction of the Appeals Panel to hear the Appeal described in paragraph (e) of this Rule;
  - (iii) "Registrar" means the Head of Internal Audit or other senior manager of the Society as defined by the Board from time to time;
  - (iv) "Secondary Jurisdiction" means the jurisdiction of the Appeals Panel referred to in paragraph (q) of this Rule.
- (b) The Appeals Panel ("the Panel") shall consist of:
- (i) a Chairman who has a seven year general qualification, within the meaning of Section 71 of the Courts and Legal Services Act 1990 and who is not and has not at any time been a member of the Society; and
  - (ii) one full writer member and one person being or representing a full publisher member of the Society ("lay Panel Members") neither of whom shall be or shall at any time have been a member of the Board.
- (c) (i) Each member of the Panel ("Panel Member") shall be appointed by the Board for a term not exceeding two years, such appointment to terminate at the end of the General Meeting immediately following appointment unless confirmed by the Society at such meeting. Without prejudice to paragraph (c)(ii), each Panel Member whose appointment is so confirmed shall be eligible for re-appointment by the Board after expiry of his first term for a further term not exceeding two years, such further term to terminate at the end of the General Meeting immediately following re-appointment unless confirmed by the Society at such meeting.
- (ii) If the Board has not appointed a Panel Member to replace a Panel Member whose term of appointment has expired under paragraph (c)(i), the Member whose term has so expired shall, if willing to act, be deemed to have been reappointed by the Board until such time as the Board shall have appointed a new Panel Member in his place.
- (c)(c) The Panel Members shall hold and vacate office in accordance with the terms of their appointment, subject to the following provisions:

- (i) The office of Panel Member shall be vacated forthwith
    - (a) if the Panel Member, being a lay Panel Member, is appointed a Board Director or is proposed to be appointed as a Board Director and has indicated his willingness to act as such;
    - (b) if the Panel Member, being a lay Panel Member, ceases to be a Member of the Society; or, in the case of a lay Panel Member representing a publisher Member, if such publisher ceases to be a Member of the Society;
    - (c) if the Panel Member, being a lay Panel Member representing a publisher Member of the Society, is prohibited from holding office by virtue of the revocation of his authority by that Member;
  - (ii) The Registrar may by notice in writing to the Panel Member concerned remove him from office if
    - (a) he becomes bankrupt or makes an arrangement with his creditors or, in Scotland, his estate has been sequestrated or he has executed a trust deed for his creditors or entered into a composition contract; or
    - (b) he is incapacitated by mental or physical illness; or
    - (c) he is in the opinion of the Registrar otherwise unable or unfit to perform his duties as a Panel Member.
  - (iii) A Panel Member may resign his office by notice in writing to the Society.
  - (iv) If a Panel Member is by reason of illness, absence or other reasonable cause for the time being unable to perform the duties of his office in relation to a particular Appeal, a person may be appointed by the Registrar to discharge his duties in relation to that Appeal, and a person appointed under this provision shall have in relation to the Appeal in question, the same powers as the Panel in whose place he is appointed.
- (d) Nominations to fill a vacancy as a writer and/or publisher Panel Member shall be invited via PRS News or any similar publication of the Society which is for general circulation amongst members.
- (e) Subject to the following provisions of this Rule, the Panel shall have jurisdiction to hear any case in which a member complains to the Chairman of the Panel in writing ("Appeal") that, after all other internal means of redress have been exhausted, the Society has:
- (i) come to a decision in respect of that member which is not in accordance with the Society's Constitution or policy ("Decision"), or
  - (ii) unreasonably failed to act in accordance with the Society's Complaints Procedure.

- (f) The Notice of Appeal shall contain:
- (i) a brief description of the facts on which the member intends to rely;
  - (ii) in the case of an Appeal relating to a Decision falling within Rule 6A(e)(i), the date and nature of the Decision or, in the case of an Appeal falling within Rule 6A(e)(ii), the date on which the member first raised the issue in question with the Society;
  - (iii) such further matters as the Panel may prescribe by Rules of Procedure; and
  - (iv) a request that the Appeal be submitted to the Panel for determination.
- (g) The Panel shall hear any Appeal falling within its Primary Jurisdiction if, and only if, the member shall have lodged a Notice of Appeal with the Chairman of the Panel before 29<sup>th</sup> April 2010.
- (ii) in the opinion of the Chairman of the Panel, after consultation with the Society's Director of Membership, all internal means of redress have been exhausted; and
  - (iii) the Society's Decision, if the appeal relates to a Decision, was made after 11th September 1994 and, in any case the matter to which the appeal relates was first raised by the member on or after 11th September 1993.
- (h) In determining whether or not the Panel has Primary Jurisdiction the Chairman shall not have regard to the substantive merits of the Appeal.
- (i) Should the Chairman of the Panel decide that the Panel has Primary Jurisdiction, he shall ask the member to lodge with the Panel a deposit for such amount as he may direct ("the Deposit"). The Appeal shall not proceed unless the Deposit is duly lodged in accordance with the Panel's Rules of Procedure. The Deposit shall be returned to the member after the Panel has heard and reached a determination on the Appeal unless the Chairman decides that the Appeal was trivial, frivolous or otherwise vexatious in which case the Deposit shall be forfeited to the Society.
- (j) Should the Chairman of the Panel decide that the Panel does not have Primary Jurisdiction, he shall advise the member in writing within 21 working days of receiving the Notice of Appeal of the fact and his reasons for so deciding.
- (k) The Panel shall regulate its own procedure and shall give such directions as it considers appropriate to ensure a fair and orderly hearing and determination of the Appeal, including the date of the hearing and the making of representations.

- (l) Without prejudice to the generality of paragraph (k) of this Rule, the Chairman of the Panel may call upon such independent expert or technical advice as he considers the Panel may require in order to reach a fair determination of the Appeal.
- (m) The Panel shall be entitled on reasonable notice to inspect the relevant books and records of the member and of the Society (including any item forming part of a computer based system) for the purpose of reaching a determination of the Appeal.
- (n) After it has heard the Appeal, the Panel:
  - (i) shall, in the case of an Appeal falling within Rule 6A(e)(i), come to a determination, confirming, varying or reversing the Decision; or
  - (ii) may, in the case of an Appeal falling within Rule 6A(e)(ii), direct the Society to make a Decision within a specified period of not less than 28 days;

and shall make whatever order it considers appropriate with regard to the payment of compensation, costs, interest and damages.

- (o) The determination of the Panel is final and binding on all parties involved.
- (p) Determinations of the Panel will be published by the Society in PRS News or similar publication of the Society which is for general circulation amongst members, with due regard to the member's request for confidentiality and anonymity.
- (q) In addition the Panel may require the Board to review the Constitution or policy if:
  - (i) the Panel has under its Primary Jurisdiction heard a significant number of Appeals relating to a subject connected with a particular provision of the constitution or policy, or
  - (ii) on hearing an Appeal, the Panel considers that a provision of the constitution or policy may be manifestly unjust to the membership as a whole or to a significant section of the membership.
- (r) For the avoidance of doubt the Secondary Jurisdiction of the Panel shall not extend to changing the constitution or policy, which power lies only with the membership of the Society as a whole or the Board.
- (s) The Chairman of the Panel shall write to the Chairman of the Board in relation to any matter falling within its Secondary Jurisdiction and the Chairman of the Board shall place the matter on the agenda for the next available Board meeting.



- (t) The Chairman of the Panel shall by 30th September each year provide a budget for the operation of the Appeals Panel in the following year to the Board of the Society for approval.
- (u) The Chairman of the Panel shall submit to the Chairman of the Board an annual report of the Complaints referred to the Panel.

## **RULE 6B**

- (a) For the purposes of this Rule:
  - (i) "Appeals Panel" means the Appeals Panel referred to in Rule 6A of the Society's Rules;
  - (ii) "Code" means any Code of Practice from time to time published by the Society relating to the rights and obligations of Members in relation to the Society;
  - (iii) "Complaint" means any complaint by a Member that the Society has in relation to him failed to act in accordance with its Constitution or any other policy, procedure or service level relating to the performance of the Society's membership activities from time to time made or approved by the Board, including the Code and the Complaints Procedure;
  - (iv) "Complaints Procedure" means any procedure from time to time published by the Society to its Members governing the management and resolution of Complaints;
  - (ivA) "Distribution Complaint" means a Complaint arising out of or in connection with any distribution due or alleged by the Member to be due for any act of exploitation that occurred on or before the termination of the Member's membership or withdrawal by the Member of rights concerned;
  - (v) "Existing Complaint" means any Complaint the subject matter of which was first notified to the Society before 29<sup>th</sup> April 2010 but in respect of which no Notice of Appeal had been lodged with the Chairman of the Appeals Panel at that date;
  - (vA) "Member" includes, in relation to a Distribution Complaint, a former Member of the Society;
  - (vi) "New Complaint" means a Complaint the subject matter of which was first notified to the Society on or after 29<sup>th</sup> April 2010;
  - (vii) "Ombudsman" means any person who is for the time being a member of the British and Irish Ombudsman Association and has agreed to supply ombudsman services to the Society in relation to Complaints;
- (b) Subject to the provisions of this Rule, a Member may refer a Complaint to the Ombudsman and the Ombudsman shall hear such Complaint. The Ombudsman will make no charge to the Member for consideration of his Complaint.

- (c) Subject to Rule 6B(d) below, the Ombudsman shall not accept a Complaint for consideration unless:-
- (i) it is a New Complaint or an Existing Complaint; and
  - (ii) (a) the Member notified the Society of the subject matter of the Complaint within twelve months of first knowing of the matter (the "Notice"); and
    - (b) either (aa) the Society notified the Member in writing that it is unable or unwilling itself to resolve the Complaint to the Member's satisfaction and of the existence and details of the Ombudsman service ("deadlock letter"); or (bb) the Society has not issued a deadlock letter within eight weeks of receiving the Notice (or such longer period as the Ombudsman may consider reasonable); and
    - (c) the Member referred the Complaint to the Ombudsman within 60 days of the date of the deadlock letter; or if no deadlock letter is received, within four months of the Notice.
- (d) Where the Complaint is in connection with any notice terminating the membership of a full or associate Member under the provisions of the Society's Articles of Association, the Ombudsman shall not accept a Complaint for consideration under this Rule unless the Member in question has notified the Society of his Complaint before the expiry of three months after the date of such notice.
- (e) Nothing in Rule 6B (c) or (d) shall limit the Ombudsman's discretion to accept for consideration a Complaint made out of time if it is satisfied that there are exceptional reasons to justify such delay.
- (f) The Ombudsman shall not accept a Complaint from any person ("Complainant") about a matter:
- (i) to the extent such matter has been or is the subject of court proceedings or arbitration or some other independent procedure for the determination of disputes brought by the Member (unless such proceedings, arbitration or other procedure have been abandoned, stayed or suspended either by or with the consent of the relevant court, arbitral or procedural body or with the written consent of the Society);
  - (ii) which either does not concern or relate to the Complainant in his capacity as a member of the Society or to any period during which the Complainant was not a member of the Society;
  - (iii) which concerns or relates to matters which are not the responsibility of the Society;
  - (iv) if it appears to the Ombudsman that it is more appropriate that the Complaint be dealt with by a court, by arbitration, or under another complaints or conciliation procedure;

- (v) if it appears to the Ombudsman that the Complaint is frivolous or vexatious;
  - (vi) to the extent that the complaint relates to a provision of the Society's Constitution or to the Society's commercial judgment in determining whether and, if so, on what terms a service is to be provided to its Members including whether or not the Member's membership should continue;
  - (vii) other than in relation to a Distribution Complaint, from or on behalf of any person who was not a Member at the date on which he served the Notice on the Society.
- (g) In relation to any matter forming the subject of a Complaint in respect of which the Ombudsman has previously reached a decision or conclusion (a "Concluded Complaint"), the Ombudsman shall not accept or consider:
- (i) a new Complaint the subject matter of which and the parties to which are the same (or substantially the same) as those addressed in relation to the Concluded Complaint; or
  - (ii) a request to reconsider the Concluded Complaint, unless, in exceptional circumstances, the Ombudsman is of the opinion that (i) significant evidence or facts not available at the time of, or not taken into account in, the Ombudsman's consideration of the Concluded Complaint have come to the attention of the Ombudsman, and (ii) had such evidence or facts been so available or taken into account it is reasonably likely that the decision or conclusion reached in relation to the Concluded Complaint would have been substantially different.
- (h) The Ombudsman shall regulate its procedures and give such directions as it considers appropriate to ensure a fair and orderly investigation of the Complaint and may require:
- (i) the Society to disclose any documents and to provide any information that the Ombudsman may lawfully and reasonably request relating to his or her consideration of the Complaint.
  - (ii) the Complainant to disclose any documents and to provide any information that the Ombudsman may lawfully and reasonably request relating to his or her consideration of a Complaint.
- (i) After it has heard the Complaint, the Ombudsman shall:
- (i) inform the Society and the Complainant of his provisional conclusions;
  - (ii) If the Complainant and the Society accept the Ombudsman's provisional conclusions, then such provisional conclusions will become the Ombudsman's Final Decision.

- (iii) If either the Complainant or the Society or both do not accept the Ombudsman's provisional conclusions, then the Ombudsman will issue a Final Decision, including his or her reasons therefor. Such Final Decision shall be made after considering any representations the Complainant or the Society or both may make in relation to the provisional conclusions.
- (iv) Where the Ombudsman issues a Final Decision which concludes that the Society has not acted fairly or reasonably, the Ombudsman will set out his or her reasons in writing and may impose any of the following remedies requiring the Society to:
  - (a) provide an apology or explanation to the Complainant;
  - (b) award to the Complainant compensation (an Award);
  - (c) take some other practical action of direct benefit to the Complainant; or
  - (d) provide any combination of the above remedies.

Each remedy set out in paragraphs (iv)(a) to (d) above shall be referred to as a Remedy and any combination thereof as Remedies.

- (v) No Award or Remedy shall contain a punitive element nor be of greater amount than in the reasonable opinion of the Ombudsman is appropriate to compensate the Complainant for loss or damage or inconvenience suffered by reason of the acts or omissions of the Society against and in respect of which the Award or Remedy is made.
- (vi) No Award or Remedy will be made against a Complainant.
- (vii) The Final Decision shall be issued in writing and shall state the Remedies to be provided and a summary of the Ombudsman's reasons for reaching the Final Decision. A copy of the Final Decision shall be given to the Complainant and the Society together, in the case of the Complainant, with an acceptance form (addressed to the Ombudsman) (the "Acceptance Form") to be duly completed and signed by the Complainant and returned to the Ombudsman within two months of the date of the Final Decision (the "Acceptance Period"). The Final Decision shall state that if, within the Acceptance Period (or such longer period as the Ombudsman may consider reasonable), the Complainant replies to and accepts the Final Decision in full and final settlement of the subject matter of the Complaint (by duly completing, signing and returning the relevant Acceptance Form), the Final Decision shall (save in the event of fraud or manifest error) be binding on the Complainant and the Society.

- (viii) If within the Acceptance Period the Complainant either
  - (a) does not reply to the Final Decision within the Acceptance Period (or such longer period as the Ombudsman may consider appropriate); or
  - (b) replies to the Final Decision but does not accept it in full and final settlement of the subject matter of the Complaint,

then the Final Decision will not be binding on the Complainant or the Society and it will be open to the Complainant to initiate any other proceedings to which the Complainant is entitled in pursuit of the Complaint.

- (ix) If the Final Decision becomes binding on the Complainant and the Society in accordance with Rule 6B(i)(vii), the Ombudsman shall notify the Society of such fact within 14 days of his or her receipt of the Complainant's duly completed and signed Acceptance Form. The Society shall then provide the Remedy (including any Award (if any)) to the Complainant within 28 days of the Ombudsman's notification.
  - (x) If the Final Decision does not become binding on the Complainant and the Society in accordance with Rule 6B(i)(viii), then the Ombudsman shall notify the Complainant and the Society of such fact within 14 days following the end of the Acceptance Period (or such longer period as the Ombudsman may consider reasonable).
- (j) The Ombudsman shall:
- (i) prepare, each year, an Ombudsman's Report on the discharge of the Ombudsman's functions during the most recently ended Ombudsman's Reporting Period and provide it to the Board for publication within such period following the end of such Ombudsman's Reporting Period as the Ombudsman shall determine;
  - (ii) publish individual determinations and digests of complaints in anonymised form (i.e. in which the parties are not identified) in the Ombudsman's annual report or, in addition, as agreed with the Society; and
  - (iii) recommend systemic changes in policy or procedure relating to changing its policies or procedures in relation to the management and resolution of Complaints within the Society and, in his discretion, to publish such recommendations.
- (k) Save to the extent set out in this Rule 6B, this Rule applies (and Rule 6A does not apply) to any Complaint the subject matter of which was first notified to the Society on or after 29<sup>th</sup> April 2010.

## **RULE 7**

In the event of any dispute regarding infringement or ownership of the copyright in a musical work or works in the Society's repertoire (which thereby calls into question any Member's entitlement to sums allocated or to be allocated for distribution in accordance with Rule 2) and provided the Society is notified in writing and a request is made to that effect, and if satisfied that such dispute is being actively pursued, the Board may direct that payment of all or any part of such sums be suspended until the dispute has been resolved and written notice of any change in entitlement has been given to the Society.

## **RULE 8**

Licences and receipts shall be issued by or with the authority of the Society only, and shall be in such form as the Board may authorise from time to time. They shall contain such provisions and conditions as may from time to time be deemed expedient.

## **RULE 9**

Nothing hereinbefore or hereinafter contained shall restrict the right of any Member to deal as he may think fit with his rights in any dramatico-musical works, except in so far as he may have vested such rights or any interest therein, or the control of any such rights or interest therein, in the Society.

## **RULE 10**

No legal proceedings shall be instituted or undertaken by any Member without the sanction of the Board in respect of the performing right in any works for the time being controlled by the Society.

## **RULE 11**

Every Member shall refrain from doing anything likely to limit or prejudice the success of the Society, and shall co-operate with the Society and its Officers and with his fellow-Members in enforcing the observance of these Rules and in furthering the interests of the Society, and shall render to the Society, its Officers and his fellow-Members all reasonable assistance in that behalf.

## **RULE 11A**

The following shall be pre-conditions to the granting by the Society to a Member of an assignment under Article 7(g) ("the assignment"):

- (a) The Member shall give the Society 60 days' written notice ("the Notice") that such Member requires the assignment;

- (b) The Notice shall be signed by every person interested in each work in respect of which the assignment is required;
- (c) The Member shall give to the Society an indemnity in a form prescribed by the Board from time to time;
- (d) No person who has signed the Notice shall at any time prior to the service of the Notice have breached the terms of any licence or assignment granted by the Society; and
- (e) The Member shall pay to the Society such sum as may be calculated from time to time by the Board. In calculating such sum, the Board shall only be entitled to take into account any expenses which may be reasonably incurred by the Society in connection with and/or arising out of the granting of the assignment.

#### **RULE 11B**

The following shall be pre-conditions of the exercise by a Member of the right to grant a direct licence under Article 7(h):

- (a) The Member shall have applied to the Society not less than one month in advance ("the Application") for authorisation to grant a direct licence:
- (b) The Application shall be in such form as the Society may from time to time prescribe and contain the following:
  - (i) the work(s) that will be excluded (where no work is specified, the notice will be presumed to apply to any and all of the works of which the Member is composer or publisher);
  - (ii) the proposed use, user and usage dates of the excluded works;
  - (iii) any other relevant information as we may reasonably require, to enable the exercise of this right to be given effect;
  - (iv) where the works are works of joint or co-authorship and/or are jointly published, the name(s) of the joint or co-authors and/or publisher(s), as the case may be;
  - (v) an undertaking to indemnify the Society in such form as the Board may from time to time prescribe; and

- (vi) the prescribed fee. For the purposes of this Rule, the “prescribed fee” shall be such fee as the Board may from time to time prescribe pursuant to Article 11C(a) to reimburse the Society for any expenses reasonably incurred in connection with the Application.
- (c) Not more than ten days after receipt of the Application, the Society shall notify the applicant as to whether or not it is willing to grant authorisation and, where it is willing to do so, any conditions to which such authorisation is subject, including the commencement date of the authorisation, its duration and such other conditions as the Society may reasonably require.
- (d) Where the Society refuses authorisation, it shall give reasons for doing so to the Member and if and where it has been paid by the applicant, return the prescribed fee.
- (e) The Society shall not be required to consider any application within the time limit referred to in Rule 11B(c) in any case where the Application does not satisfy the requirements of Rule 11B (a) to (b)(vi).
- (f) Nothing in these Rules shall prevent the Board from waiving or causing to be waived the requirement for notice (or for any part of the notice period) referred to in Rule 11B(a) where, in the reasonable opinion of the Board, it would be in the best interests of the Society as a whole and such waiver would not thereby prejudice the effective management of rights.

## **RULE 12**

Any additions to, or variations or alterations of these Rules shall be formulated by the Board and submitted to a General Meeting of the Society for approval.



**REGULATIONS  
FOR A ROYALTY ADVANCE SCHEME FOR WRITER AND PUBLISHER  
MEMBERS**

1. In these Regulations, the following terms shall have the following meanings:

**"Member Share"** means the share of net fees from time to time allocated by the Society for distribution to the member pursuant to the rules of the Society made pursuant to the Memorandum and Articles of Association of the Society ("**Rules**") for the time being and from time to time in force in respect of the Works, together with, in respect of publisher-members only, the member's entitlement, whether present or future, vested or contingent, to any and all proceeds of sale of the Works (or any part thereof);

**"Offered Royalty Entitlement"** means the portion of the future Royalty Entitlement offered for sale and assignment by the member to the Society;

**"Royalty Entitlement"** means the member's right to the Member Share; and

**"Works"** means the musical works and/or associated works of which the member is for the time being and from time to time either the writer or the publisher.

2. **a) Basic Advance Scheme**

Under this scheme ("**Basic Advance Scheme**") an offer to sell and assign a fixed amount (in the amount of not less than £500) of a member's Royalty Entitlement may be accepted from any member of the Society who:-

- i) has received by way of net receipts in distributions in respect of that member's membership of the Society or any of its affiliates a sum equivalent to not less than £1,500 per annum on average over the three years and not less than £500 in each of the two years immediately preceding that member's offer to sell and assign the Offered Royalty Entitlement;
- ii) is not a Director of the Society;
- iii) is not an undischarged bankrupt or insolvent;
- iv) has given no notice to the Society under Rule 2(g) of the Rules (other than notice to pay subscriptions to an author's or composer's professional guild or other association with which the Society has an agreement to deduct and pay over such subscriptions from its members' Society fees) which is operative at the date of the offer for a sale and assignment of the Offered Royalty Entitlement;

- v) is not indebted to the Society in respect of any annual fee, special expenses or other liability under the Society's Articles of Association or Rules; and
- vi) satisfies such other criteria as the Board may from time to time prescribe.

#### **b) Premium Advance Scheme**

Under this scheme ("**Premium Advance Scheme**") an offer to sell and assign a fixed amount (in the amount of not less than £250,000 where such offer is made by a writer-member or not less than £500,000 where such offer is made by a publisher-member) of a member's Royalty Entitlement may be accepted from any member of the Society who:-

- i) has received by way of net receipts in distributions in respect of a writer-member's membership of the Society or any of its affiliates a sum equivalent to not less than £1,400,000 in total over the three years immediately preceding that writer-member's application to sell and assign the Offered Royalty Entitlement or in respect of a publisher-member's membership of the Society or any of its affiliates a sum equivalent to not less than an average of £5,000,000 per annum over the three years immediately preceding that publisher-member's application to sell and assign the Offered Royalty Entitlement;
- ii) satisfies the criteria specified in paragraphs 2(a)(ii) – (v) above;
- iii) satisfies such other criteria as the Board may from time to time prescribe; and
- iv) whose offer to sell and assign their Offered Royalty Entitlement under this Premium Advance Scheme has been approved by two of the Chief Executive, Chief Financial Officer and Director of Membership & Rights of the Society (or any other officer of the Society, as designated from time to time by the Board).

(Together, the Basic Advance Scheme and the Premium Advance Scheme shall be referred to as "**Schemes**").

3. The Board may in its discretion at any time accept an offer to sell and assign the Offered Royalty Entitlement under the Schemes from any member of the Society notwithstanding that such member of the Society has not fulfilled the qualifying criteria for the Schemes as set out in paragraph 2 above, if the Board is satisfied that there are special circumstances, in view of which it would be in the interests of the Society to accept such Offered Royalty Entitlement from such member of the Society.

4. An offer to sell and assign the Offered Royalty Entitlement under any of the Schemes must be made in writing on a form provided for the purpose by the Society.
5. Subject to the provisions of paragraph 6 below, the amount of Offered Royalty Entitlement sold and assigned by a member shall not:
  - a) under the Basic Advance Scheme, exceed one third of the average of the amounts allocated to the member by way of net receipts in distributions in respect of the member's membership in each of the immediately preceding three years or one third of the aggregate net receipts distributed to him in the immediate preceding calendar year, whichever is the greater; and
  - b) under the Premium Advance Scheme, exceed one third of the aggregate net receipts distributed to the member in the immediately preceding three years, subject always to a maximum of £1,500,000 where such sale and assignment is made by a writer-member or a maximum of £5,000,000 where such sale and assignment is made by a publisher-member,

providing always that the aggregate amount of:

- i) Offered Royalty Entitlement sold and assigned to the Society by all members under the Basic Advance Scheme;

less

- ii) all amounts received by the Society in respect of such Offered Royalty Entitlement sold and assigned under the Basic Advance Scheme,

shall not at any time exceed £3,000,000 less any amounts outstanding to the Society pursuant to the Regulations for a loan scheme for writer members (adopted on 2<sup>nd</sup> July 1981 as amended on 4<sup>th</sup> July 1990 and 12<sup>th</sup> September 1996 and 26<sup>th</sup> May 2011) ("**Loan Regulations**"); and

providing always that the aggregate amount of:

- iii) Offered Royalty Entitlement sold and assigned to the Society by all members under the Schemes;

less

- iv) all amounts received by the Society in respect of such Offered Royalty Entitlement sold and assigned under the Schemes,

shall not at any time exceed the cap provided in Article 48(a) (as amended from time to time) of the Society's Articles of Association less any amounts outstanding to the Society pursuant to the Loan Regulations).

6. The Board may adjust the monetary amounts referred to in paragraphs 2 and 5 but not, for the avoidance of doubt the cap provided in Article 48(a) above from time to time at its discretion and any changes thereto will be notified in the eM Magazine and/or the Society's website.
7. a) The Society shall pay consideration equal to the full amount of any Offered Royalty Entitlement to a member upon acceptance of an offer made in accordance with paragraph 4 above. Whilst there will be no reduction in the amount paid for any Offered Royalty Entitlement, the Society shall collect an administration fee calculated by reference to the Offered Royalty Entitlement sold from the future allocation of revenue arising from investments made on Royalties ("**Non-Licence Revenue**") to be made to that member by the Society ("**Administration Fee**") such that the Society shall make distributions to that member in respect of their entitlement to Non-Licence Revenue less the Administration Fee (and the member shall receive no payment of Non-Licence Revenue after the acceptance of an offer made in accordance with paragraph 4 above until the whole of the Administration Fee has been so set-off against the member's entitlement to Non-Licence Revenue).  
  
b) The Administration Fee applied in respect of any Offered Royalty Entitlement and to be deducted from such member's entitlement to Non-Licence Revenue shall be calculated as the sum of an amount not exceeding the product of:
  - x) that Offered Royalty Entitlement;
  - multiplied by
  - y) the administration fee percentage in force at the date of the Society accepts that offer to sell and assign Offered Royalty Entitlement.

The administration fee percentage applicable under paragraph 7 b)y) above shall be fixed by the Board from time to time and any changes thereto will be notified in the eM Magazine and/or the Society's website. At the date of these Terms and Conditions, the administration fee percentage is 3%.

8. Collection of the Offered Royalty Entitlement sold and assigned by members under the Schemes shall be made by deduction from the Royalty Entitlement that would otherwise be distributed to the relevant member (or, if different, the person who under Rule 1(m) of the Rules is from time to time interest in the works to which the Royalty Entitlement relates) but for such sale and assignment of the Offered Royalty Entitlement at the time any distribution is to be made by the Society; and, other than with the express prior consent of the Society, no distribution sums which are allocated to the member shall be paid to the member in respect of that member's Royalty Entitlement until the Society has received the Offered Royalty Entitlement in full.

9. Members who have sold and assigned the Offered Royalty Entitlement under the Schemes shall not do any acts which may or would prevent the Society from collecting the Offered Royalty Entitlement in full pursuant to paragraph 8 above, including without limitation transferring (by way of sale, assignment or otherwise) the performing right in the whole or part of the Works (including any publishing catalogue) which give rise to any or all of the Royalty Entitlement to a third party, terminating membership of the Society, or dealing in any way with the Royalty Entitlement, other than with the express prior consent of the Society. Without prejudice to any of the foregoing, no member shall transfer to any third party (by way of sale, assignment or otherwise) any interest in the Royalty Entitlement without including in any contract effecting such transfer an express provision making such transfer subject to the Society's right, title and interest to the Offered Royalty Entitlement.
10. By agreeing to the sale and assignment of the Offered Royalty Entitlement under the Schemes, members cease to have any right, title and interest to the Offered Royalty Entitlement. The Society shall therefore be entitled to collect the Offered Royalty Entitlement sold and assigned by members notwithstanding the occurrence of any of the following:
- a) the death or liquidation of the member;
  - b) the member's membership of the Society being terminated pursuant to Article 9 of the Society's Articles of Association;
  - c) the member becoming a Director of the Society;
  - d) the member becoming bankrupt or insolvent or entering into any arrangement or accommodation with their creditors; or
  - e) a garnishee (third party debt) or other court order is served on the Society or on the member in respect of their entitlement to participate in royalties.
11. Any notice given under Rule 2(g) of the Rules by a member who has sold and assigned the Offered Royalty Entitlement under the Schemes and where the Society has not yet received such sold and assigned Offered Royalty Entitlement in full at the time such notice is given shall be subject to the Society's right to deduct payments in accordance with paragraph 8 above.
12. The Board shall not be required to make any enquiries as to a member's financial standing before accepting an offer to sell and assign the Offered Royalty Entitlement under the Schemes, other than to verify that such member's net receipts in distributions from the Society or any of its affiliates during the preceding three years are such as to render such member eligible under paragraphs 2(a)(i) or 1(b)(i) above and that the member is not at the time of the application for a sale and assignment of the Offered Royalty Entitlement an undischarged

bankrupt or insolvent in the country of such member's ordinary residence or registered office.

13. The Board shall be under no obligation to accept an offer to sell and assign the Offered Royalty Entitlement from a member under the Schemes and need not give any reason for refusing any such offer to sell and assign the Offered Royalty Entitlement.
14. Save to the extent set out in these Regulations, these Regulations apply (and the Loan Regulations do not apply) to applications for advances and/or offers to sell and assign the Royalty Entitlement made by Members before 19 May 2015 as they do to any such applications and/or offers made on or after that date.

## **REGULATIONS**

for a ballot under Article 59(b)(iii)

(adopted on 2nd July 1981)

(as amended on 29 March 1990, 12 September 1996, 28 June 2007 and  
24 May 2018)

- (1) The date of the Annual General Meeting shall be announced in Performing Right News or in some other fashion circulated to all full and associate Members not less than four calendar months before the date fixed for the AGM.
- (2) Nominations of candidates (which must comply with the provisions of Article 59) must be received at the Society's registered office or at such email address as the Society may have prescribed for the purpose not less than three calendar months before the date fixed for the Annual General Meeting or other General Meeting of the Society ("the Nomination Deadline") unless that date falls on a date other than a business day, in which case the Nomination Deadline shall be the first business day immediately preceding. No nominations however submitted shall be accepted after 5pm on the date of the Nomination Deadline.
- (3) Each candidate shall supply in writing with his/her acceptance of the nomination (or in the case of a Director who is proposed by the Board for re-appointment, within 14 days of such proposal);
  - (i) a short biography of his/her career not exceeding 300 words in length (but if longer, such biography may be edited by the Secretary as he shall in his absolute discretion think fit), and
  - (ii) if applicable, a complete list of directorships held currently and within the preceding five years.
- (4) As soon as possible thereafter but in any event not later than six weeks before the date of the meeting the Society shall in the event that there are more candidates than vacancies for either writer or publisher directors send to all members of the Society entitled, pursuant to Article 59, to participate in a ballot of members a list of the candidates in the appropriate category together with their biographies and a ballot paper which shall be in the form approved by the Board.
- (5) Completed ballot papers shall,
  - (i) if returned by post, be returned to the Society's office or to such other address within the United Kingdom as is specified for that purpose on the ballot paper;
  - (ii) if returned by electronic communication, be sent to such secure website, which shall be hosted by the scrutineers of the ballot, as is specified for that purpose on the ballot paper

and in either case on or before the date and time specified on the ballot paper and any ballot papers received after the date and time specified thereon shall be disqualified.

- (6) Any ballot papers incorrectly completed may be disqualified at the discretion of the scrutineers.
- (7) The results of any ballot shall be announced at the next General Meeting of the Society.
- (8) The ballot shall not be invalidated by reason of any accidental omission to send a ballot paper to any member entitled to vote nor by any failure of the postal system or electronic communication system not within the Society's control
- (9)
  - (i) For the purposes of Regulations (2) and (5), anything sent or supplied to or by the Society under these Regulations may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information to be sent or supplied by or to the Society for the purposes of the Companies Act 2006;
  - (iii) References in these Regulations to a "ballot paper" include references to any ballot form (whether or not available in hard copy) produced for the purposes of enabling members entitled to do so to cast their ballot under these Regulations and which may be accessed by such persons and only by such persons on a secure website specially created for the purposes of such ballot ("the Secure Website");
  - (iv) For the purposes of Regulation (4), the Society shall be deemed to have sent to members the biographies and other materials by publishing them on the Secure Website;
  - (v) Each candidate may supply with or at any time after his acceptance of a nomination but in any event by not less than six weeks before the date of the meeting a canvassing statement for publication on the Secure Website PROVIDED that nothing in this Regulation shall prevent a candidate from sending a canvassing statement to Members by such means and to such address as the Members shall have provided (or be deemed to have provided) for the purposes of receiving notices and other communications in connection with the Annual General Meeting and the exercise of their rights thereat.



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