

**CORPORATIONS LAW**  
**A COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SUPPORT ACT LIMITED**

*As amended October 2013*

## CORPORATIONS LAW

A Company Limited by Guarantee

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### MEMORANDUM OF ASSOCIATION

#### OF

### SUPPORT ACT LIMITED

1. **NAME**

The name of the Company is Support Act Limited (hereinafter referred to as 'the Company').

2. **OBJECTS**

(a) The objects for which the Company is formed are:

- (i) to provide relief to Recipients who are in need or suffering hardship or distress; and
- (ii) to do **all** things as are necessary, incidental and conducive to the attainment of the above object.

(b) In this clause:

- (i) **'Child'** includes an ex nuptial child and a legally adopted child.
- (ii) **'Partner'** means in relation to any person:
  - (A) the spouse of that person;
  - (B) another person of the opposite sex living with that person as that person's husband or wife, as the case may be, on a bona fide domestic basis although not married to that person; or

(C) another person of the same sex living with that person on a bona fide domestic basis in a same sex relationship.

(iii) **'Recipient'** means:

(A) a person who has worked in and contributed to the Australian music industry; or

(B) a Relative of such a person;

selected by the Board of Directors of the Company and 'Recipients' has a corresponding meaning.

(iv) **'Relative'** in relation to any person means the following persons:

(A) the Partner of that person;

(B) the child of that person; and

(C) a person who at any time was dependant on that person for his or her maintenance, education or advancement in life.

### 3. **LEGAL CAPACITY AND POWERS**

(a) Subject to paragraph (b), in pursuing the attainment of the above objects the Company has, both within and outside Australia, the legal capacity of a natural person, and without limiting the generality of the foregoing, has both within and outside Australia power:

(i) to issue debentures of the Company;

(ii) to grant a floating charge on property of the Company;

(iii) to procure the Company to be registered or recognised as a body corporate in any place outside Australia;

(iv) to do any other act that it is authorised to do by any other law (including a law of a foreign country).

(b) The Company may only invest its funds in investments authorised by the *Trustee Act 1925* (NSW) for the investment of trust funds.

4. **INCOME AND PROPERTY**

The income and property of the Company must be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members of the Company, but nothing in this clause shall prevent the payment, in good faith, of reasonable travelling, accommodation and other expenses properly incurred by any Director in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company or reasonable and proper remuneration to any employee of the Company or to any Member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary course of business, nor prevent the payment of interest at a reasonable rate on money lent or a reasonable rent for premises let by any Member to the Company.

5. **LIMITED LIABILITY**

The liability of the Members is limited.

6. **LIABILITY OF MEMBERS ON A WINDING UP**

Every Member of the Company undertakes to contribute to the assets of the Company, in the event of it being wound up while he, she or it is a Member, or within one year after he, she or it ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he, she or it ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, but not exceeding \$10 per Member.

7. **SURPLUS ASSETS ON A WINDING UP OR DISSOLUTION**

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charitable institution or institutions or trust or trusts having objects similar to the objects of the Company, and (in a case other than a charitable trust) whose Memorandum or Articles of Association or Constitution prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4, such institution or institutions or trust or trusts to be determined by the Members of the Company at or before the time of winding up or dissolution, and if and so far as effect cannot be given to the above provision, then to some other charitable object.

The names and addresses of the subscribers are as follows:

<b>Name</b>	<b>Address</b>
Australasian Performing Right Association Ltd	1A Eden Street Crows Nest New South Wales
Australasian Mechanical Copyright Owners Society Ltd	14th floor 56 Berry Street North Sydney New South Wales
Australian Record Industry Association Ltd	9th floor 263 Clarence Street Sydney New South Wales
Phonograph Performance Company of Australia Ltd	9th floor 263 Clarence Street Sydney New South Wales
Michael Patrick Heraghty Solicitor	7 Cove Avenue Manly New South Wales

WE, the several companies and the individual whose names and addresses are subscribed below are desirous of being formed into a Company pursuant to the Memorandum of Association.

**Common Seals of Subscribers**

**THE COMMON SEAL** of )  
**AUSTRALASIAN PERFORMING** )  
**RIGHT ASSOCIATION LTD** )  
(ACN 000 016 099) was hereunto )  
affixed by authority of the Board of )  
Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

**THE COMMON SEAL** of )  
**AUSTRALASIAN MECHANICAL** )  
**COPYRIGHT OWNERS SOCIETY** )  
**LTD** (ACN 001 678 851) was )  
hereunto affixed by authority of the )  
Board of Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

**THE COMMON SEAL** of )  
**AUSTRALIAN RECORD** )  
**INDUSTRY ASSOCIATION LTD** )  
(ACN 002 692 944) was hereunto )  
affixed by authority of the Board of )  
Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

**THE COMMON SEAL** of )  
**PHONOGRAPH PERFORMANCE** )  
**COMPANY OF AUSTRALIA LTD** )  
(ACN 000 680 704) was hereunto )  
affixed by authority of the Board of )  
Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

DATED this            day of

## CORPORATIONS LAW

A Company Limited by Guarantee

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### ARTICLES OF ASSOCIATION

OF

### SUPPORT ACT LIMITED

#### PART I - PRELIMINARY

##### 1. Definitions

(1) In these Articles, unless the context requires otherwise:

**‘Child’** includes an ex nuptial child and a legally adopted child.

**‘Company’** means Support Act Limited.

**‘Directors’** means the directors of the Company.

**‘Founding Members’** means:

- (a) Australasian Performing Right Association Limited;
- (b) Australasian Mechanical Copyright Owners Society Limited;
- (c) Australian Record Industry Association Limited; and
- (d) Phonographic Performance Company of Australia Limited

and includes their respective successors and assigns and **‘Founding Member’** means any one of them,

**‘Law’** means the Corporations Law.

**‘Members’** means the persons who for the time being are Members of the Company and shall comprise both Founding Members and Ordinary Members.

**‘Ordinary Members’** means any subscriber to the Memorandum of Association, other than a Founding Member, or the persons admitted to



membership of the Company under Article 3(1)(b) and **‘Ordinary Member’** means any one of them.

**‘Partner’** means in relation to any person:

- (a) the spouse of that person;
- (b) another person of the opposite sex living with that person as that person’s husband or wife, as the case may be, on a bona fide domestic basis although not married to that person; or
- (c) another person of the same sex living with that person on a bona fide domestic basis in a same sex relationship.

**‘person’** means a natural person, a company or any other legal entity, whether acting as a trustee or not.

**‘Recipient’** means:

- (a) a person who has worked in and contributed to the Australian music industry; or
- (b) a Relative of such a person;

selected by the Board of Directors of the Company and ‘Recipients’ has a corresponding meaning.

**‘Relative’** in relation to any natural person means the following persons:

- (a) the Partner of that person;
- (b) the child of that person; and
- (c) a person who at any time was dependant on that person for his or her maintenance, education or advancement in life.

**‘seal’** means the common seal of the Company and includes any official seal of the Company.

**‘Secretary’** means any person appointed to perform the duties of a secretary of the Company.

**‘special general meeting’** means a general meeting of the Company other than an annual general meeting.

- (2) Words importing the singular include the plural and vice versa. Headings are included for the sake of convenience only and do not affect the meaning of the Articles to which they relate.
- (3) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (4) Division 10 of Part 1.2 of the Law applies in relation to these Articles as if they were an instrument made under the Law as in force on the day when these Articles become binding on the Company.
- (5) Except so far as the contrary intention appears in these Articles, an expression has, in a provision of these Articles that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.
- (6) These Articles displace the replaceable rules, accordingly, none of the replaceable rules apply.

## **PART II- MEMBERSHIP**

### **2. Founding Members**

The Founding Members are subscribers to the Memorandum of Association and are deemed to become Members of the Company upon the incorporation of the Company.

### **3. Ordinary Members**

- (1) An Ordinary Member is:
  - (a) a person who is a subscriber to the Memorandum of Association, other than a Founding Member; or
  - (b) a person who has:
    - (i) at any time worked in or in connection with, or contributed to, the Australian music industry; and
    - (ii) been nominated for and admitted to membership of the Company in accordance with this Article.
- (2) A nomination of a person to become an Ordinary Member of the Company:

- (a) must be made by a Member of the Company in writing in the form set out in Appendix 1 to these Articles; and
  - (b) must be lodged with the Secretary of the Company.
- (3) As soon as practicable after receiving a nomination for a person to become an Ordinary Member, the Secretary must refer the nomination to the Directors who are to determine whether to approve or to reject the nomination.
- (4) if the Directors determine to approve a nomination for a person to become an Ordinary Member, the Secretary must, as soon as practicable after that determination, notify the nominee of that approval and request the nominee to pay (within the period of 28 days after receipt by the nominee of the notification) the sum payable under Article 8 by a Member as the entrance fee and annual subscription.
- (5) The Secretary must, on payment by the nominee of the amounts referred to in Sub-Article (4) within the period referred to in that Sub-Article, enter the nominee's name in the Register of Members and, on the name being so entered, the nominee becomes an Ordinary Member of the Company.

#### 4. **Cessation of Membership**

A person ceases to be a Member of the Company if the person:

- (a) being a natural person, dies;
- (b) being a company or other legal entity, is wound up;
- (c) resigns as a Member in accordance with Article 6; or
- (d) is expelled as a Member in accordance with Article 9.

#### 5. **Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a Member of the Company:

- (a) is not capable of being transferred or transmitted to another person, except in the case of a Founding Member; and
- (b) subject to the Law, the Memorandum of Association and these Articles, terminates on cessation of the person's Membership.

**6. Resignation of Membership**

- (1) A Member of the Company is not entitled to resign that Membership except in accordance with this Article.
- (2) A Member of the Company who has paid all amounts payable by the Member to the Company in respect of the Member's membership may resign from membership of the Company upon giving to the Secretary written notice of the Member's resignation and upon receipt of that notice by the Company, the Member ceases to be a Member.
- (3) If a Member of the Company ceases to be a Member under Sub-Article (2), and in every other case where a Member ceases to hold membership, the Secretary must make an appropriate entry in the Register of Members recording the date on which the Member ceased to be a Member.

**7. Register of Members**

- (1) The Secretary must establish and maintain a Register of Members of the Company specifying the name, address and occupation (if applicable) of each Member of the Company together with the date on which they became a Member.
- (2) The Register of Members must be kept at the registered office of the Company and must be open for inspection, free of charge, by any Member of the Company at any reasonable hour.

**8. Fees and subscriptions**

- (1) A Member of the Company must, on admission as a Member, pay to the Company an entrance fee of \$10 or such other amount (if any) as determined by the Board of Directors from time to time.
- (2) In addition to any amount payable by the Member under Sub-Article (1), a Member of the Company must pay to the Company an annual membership fee of \$20 or such other amount (if any) as determined by the Directors from time to time:
  - (a) except as provided by paragraph (b), before 1 July in each calendar year; or
  - (b) if the Member becomes a Member on or after 1 July in any calendar year - on becoming a Member and before 1 July in each succeeding calendar year.

**9. Expulsion of a Member**

- (1) The Directors shall have the power to expel a Member as a Member of the Company and to erase his, her or its name from the Register of Members where the Member has:
  - (a) persistently refused or neglected to comply with any provision of these Articles;
  - (b) persistently and wilfully acted in a manner prejudicial to the interests of the Company; or
  - (c) failed to pay fees as determined under Article 8.
- (2) The Directors shall, before exercising the power under Sub-Article (1), serve notice on the Member concerned of their intention to do so.
- (3) The Member concerned shall have at least 14 days from service of the notice under Sub-Article (2) within which to make written submissions to the Directors in connection with the proposed expulsion.
- (4) The Directors must take into consideration any submissions made under Sub-Article (3), before deciding whether to expel the Member.

**PART III - THE BOARD OF DIRECTORS**

**10. Constitution**

The number of Directors shall be no more than 12.

**11. First Directors**

- (1) The first Directors at the time of incorporation of the Company shall comprise:
  - (a) 1 Director appointed by each of the 4 Founding Members; and
  - (b) no more than 13 other Directors appointed at any time before the first Annual General Meeting by the 4 Directors referred to in Article 11(1)(a).
- (2) The Directors appointed under Sub-Article (1)(b) shall all retire from office at the first Annual General Meeting and be replaced in accordance with Article 13(1)(b).

- (3) A Founding Member may remove a Director appointed by it under Sub-Article (1)(a) and appoint another person instead.

12. **Casual Vacancy**

In the event of a casual vacancy occurring in the office of a Director appointed by a Founding Member under Article 11(1)(a) or under this Article the Founding Member must appoint another Director in his or her place.

13. **Board of Directors**

- (1) Subject to Article 11, the Board of Directors is to consist of:
  - (a) 1 Director appointed by each of the 4 Founding Members; and
  - (b) no more than 4 Directors elected by the Members at the Annual General Meeting of the Company under Article 14; and
  - (c) no more than 4 Directors appointed by a majority of the other Directors who were appointed pursuant to Articles 13(1)(a) and (b). If a person is appointed as a Director pursuant to this Sub-Article 13(1)(c), that appointment need not be confirmed by the Members at the next Annual General Meeting of the Company.
- (2) Subject to Sub-Articles (4) and (6) and Article 11(2), each Director elected pursuant to Sub-Articles (1)(b) and (c) must resign from the office of Director at the general meeting immediately following that Director holding office as a Director for 2 consecutive years unless that Director is re-elected pursuant to Sub-Articles (1)(b) and (c).
- (3) Subject to Article 12, in the event of a casual vacancy occurring in the Membership of the Board of Directors, the Board of Directors may appoint a Member of the Company to fill the vacancy and the Member so appointed is to hold office, subject to these Articles, until the conclusion of the Annual General Meeting next following the date of the appointment.
- (4) A retiring Director is eligible for re-election.
- (5) A Founding Member may remove a Director appointed by it under Sub-Article (1)(a) and appoint another person instead.

- (6) Notwithstanding anything else contained in these Articles, no Director elected pursuant to Sub-Articles (1)(b) and (c) may serve more than 3 consecutive two year terms as a Director.

**14. Election of Directors**

- (1) Nominations of Members for election as Directors under Article 13(1)(b) must be:
  - (a) made in writing in the form set out in Appendix 3 to these Articles by a Member of the Company and accompanied by the written consent of the nominated Member (which may be endorsed on the form of the nomination); and
  - (b) delivered to the Company prior to the time fixed for the holding of the Annual General Meeting at which the election is to take place.
- (2) If insufficient nominations are received to fill all vacancies on the Board of Directors, the candidates nominated are taken to be elected and further nominations may be received at the Annual General Meeting.
- (3) If insufficient further nominations are received, any vacant positions remaining on the Board of Directors are taken to be casual vacancies.
- (4) If the number of nominations received exceeds the number of vacancies to be filled, a ballot of Members is to be held in such usual and proper manner as the Board of Directors directs.

**15. Remuneration**

The Directors may be paid the expenses outlined in clause 4 of the Memorandum of Association of the Company.

**16. Secretary**

- (1) The Secretary shall be appointed by the Directors.
- (2) The Secretary holds office on such terms and conditions as to remuneration and otherwise as the Directors determine.

**17. Vacation of Office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law, the office of a Director becomes vacant if the Director:

- (1) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (2) resigns his or her office by notice in writing to the Company;
- (3) *is* absent without the consent of the Directors from meetings of the Directors held during a period of 6 months;
- (4) ceases to be a Member of the Company; or
- (5) is removed as a Director by the Founding Member which appointed him or her under Articles 11(3) or 13(6).

**18. Meetings and quorum**

- (1) The Board of Directors may meet at such place and time as they think fit.
- (2) A Director at any time, and the Secretary shall on the requisition of a Director, convene a meeting of the Directors.
- (3) One-third of the Directors constitutes a quorum for a meeting of the Directors.
- (4) No business is to be transacted by the Board of Directors unless a quorum is present and if, within an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (5) If at the adjourned meeting a quorum is not present within an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (6) The Directors may meet either in person or by telephone or by other means of electronic communication by which all persons participating in the meeting are able to hear the entire meeting and to be heard by all other persons attending the meeting. A meeting conducted by telephone or by other means of electronic communication will be taken to be held at the place agreed on by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting.

**19. Chairperson**



- (1) The Directors shall elect one of their number as Chairperson of their meetings and may determine the period for which he or she is to hold office.
- (2) Where a meeting of Directors is held and:
  - (i) a Chairperson has not been elected as provided by Sub-Article (1); or
  - (ii) the Chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Directors present shall elect one of their number to be Chairperson of the meeting.

**20. Alternate Director**

- (1) A Director may appoint a person (whether a Member of the Company or not) to be an Alternate Director in his or her place during such period as he or she thinks fit.
- (2) An Alternate Director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in his or her place.
- (3) An Alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the Alternate Director shall be deemed to be the exercise of the power by the appointor.
- (4) The appointment of an Alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor vacates office as a Director.
- (5) An appointment, or the termination of an appointment, of an Alternate Director shall be effected by a notice in writing signed by the Director who makes or made the appointment which is served on the Company.

**21. Delegation by Board of Directors to Committee**

- (1) The Board of Directors may, by instrument in writing, delegate to one or more Committees (consisting of such of their number as they think fit) the exercise of such of the functions of the Board of Directors as are specified in the instrument, other than this power of delegation.

- (2) A function the exercise of which has been delegated to a Committee under this Article may, while the delegation remains unrevoked, be exercised from time to time by the Committee in accordance with the terms of the delegation.
- (3) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (4) Despite any delegation under this Article, the Board of Directors may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a Committee acting in the exercise of a delegation under this Article has the same force and effect as it would have if it had been done or suffered by the Board of Directors.
- (6) The Board of Directors may, by instrument in writing, revoke wholly or in part any delegation under this Article.
- (7) A Committee may meet and adjourn as it thinks proper.

**22. Voting and decisions**

- (1) Questions arising at a meeting of the Board of Directors or of any Committee appointed by the Board of Directors are to be determined by a majority of the votes of members of the Board of Directors or Committee present at the meeting.
- (2) Each Director present at a meeting of the Board of Directors or of any Committee appointed by the Board of Directors is entitled to one vote but, in the event of any equality of votes on any question, the person presiding may exercise a second or casting vote.
- (3) Subject to Article 18(3), the Board of Directors may act despite any vacancy on the Board of Directors.
- (4) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board of Directors or by a Committee appointed by the Board of Directors, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board of Directors or Committee.

**23. Signed Resolutions**

- (1) If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
- (2) For the purposes of this Article, 2 or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.
- (3) A reference in this Article to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

**24. Powers and Duties of Directors**

- (1) Subject to the Law and to any other provision of these Articles, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not, by the Law or by these Articles, required to be exercised by the Company in general meeting.
- (2) Despite Sub-Article (1), the provision of relief to Recipients, selected under Article 26, through the payment, application or setting aside of funds of the Company may include:
  - (a) paying the funds to the Recipient;
  - (b) paying the funds to such person, on behalf of the Recipient, as the Recipient may authorise or direct;
  - (c) setting aside the funds in a separate account of the Company in the name of the Recipient whereupon such moneys will constitute a loan at call and will not bear interest unless otherwise agreed;
  - (d) paying the funds to an account in the name of:
    - (i) the Recipient; or

- (ii) a person operating such account on behalf of or in trust for the Recipient;
  - (e) paying the funds to a parent or guardian of the Recipient, or to such other person upon whom the Recipient is dependent, for the benefit of the Recipient;
  - (f) paying the funds to any person:
    - (i) to be applied directly for or towards the benefit of the Recipient; or
    - (ii) who by law is entitled to receive moneys on behalf of or to administer the property of the Recipient;
  - (g) paying or applying the funds for the:
    - (i) maintenance, education or advancement of the Recipient; or
    - (ii) provision of support services for the Recipient; or
  - (h) paying the funds to a person to act as trustee for the Recipient upon such terms as the Directors think fit.
- (3) The Directors may effect a distribution of funds to a Recipient by one or more of the methods provided in Sub-Article (2).
- (4) Where the Directors pay, apply or set aside funds for the provision of relief to Recipients under this Article:
- (a) such payment, application or setting aside constitutes a full discharge to the Company and the Directors of the Company in relation to such distribution of funds; and
  - (b) the Company and the Directors of the Company are not bound to see to the application of such funds.
- (5) Without limiting the generality of Sub-Article (1) the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

25. **Manner of payment to a Recipient**

Decisions regarding the payment, application or setting aside of funds to or for the benefit of a Recipient shall be by resolution of the Directors under Article 26.

26. **Application for Relief**

- (1) The following persons may apply to the Company for the provision of relief:
  - (a) a person who has worked in and contributed to the Australian music industry; or
  - (b) a Relative of such a person.
- (2) The application must be:
  - (a) made in writing in the form determined by the Directors from time to time; and
  - (b) lodged with the Secretary of the Company.
- (3) If the Directors determine to approve an application the Directors shall have the power to select the amount and manner in which funds are to be distributed under Article 24.

27. **Attorney**

- (1) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (2) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him or her.

28. **Financial Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 Directors or in such other manner as the Directors determine.

## **PART IV - GENERAL MEETINGS**

### **29. Annual general meetings**

- (1) An Annual General Meeting must be held in accordance with the provisions of the Law.
- (2) The first Annual General Meeting may be held at any time within 18 months of the time of incorporation but must be held within 5 months of the end of the first financial year and at such place as the Directors determine.

### **30. General Meetings**

- (1) Any Director may, whenever he or she thinks fit, convene a general meeting.
- (2) A Member or Members may requisition or convene a general meeting in accordance with the provisions of the Law.
- (3) All business at a general meeting shall be special except for consideration of the accounts, the election of Directors, the report of the auditors and Directors and the appointment and fixing of the remuneration of the auditors.

### **31. Notice**

The Secretary must, at least 21 days before the date fixed for the holding of a general meeting, cause to be sent to each Member at the Member's address appearing in the Register of Members, a notice specifying the place, date and time of the meeting and the general nature of the business proposed to be transacted at the meeting.

### **32. Procedure**

- (1) No business shall be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (2) 10 Members present in person or by proxy, attorney or representative shall constitute a quorum at general meetings.
- (3) If within an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
  - (a) if convened on the requisition of Members, is to be dissolved; and

- (b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.
- (4) If at the adjourned meeting a quorum is not present within an hour after the time appointed for the commencement of the meeting, the Members present (being at least 5) is to constitute a quorum.

**33. Chairperson**

- (1) If the Directors have elected one of their number as Chairperson, he or she is to preside as Chairperson at each general meeting.
- (2) If the Chairperson has not been elected, is absent or is unwilling to act, the Members present must elect one of their number to preside as chairperson at the meeting.

**34. Adjournment**

- (1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) If a general meeting is adjourned for 30 days or more, the Secretary must give notice of the adjourned meeting as in the case of an original meeting.
- (3) Except as provided in Sub-Articles (1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

**35. Making of decisions**

- (1) A question arising at a general meeting of the Company is to be determined on a show of hands unless (before or on the declaration of the show of hands) a poll is demanded:
  - (a) by the Chairperson;
  - (b) by at least 3 Members present in person or by proxy, attorney or representative.

- (2) Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Company, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (3) The demand for a poll may be withdrawn.
- (4) If a poll is demanded, the poll must be taken:
  - (a) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or
  - (b) in any other case, in such manner and at such time before the close of the meeting as the chairperson directs,

and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.

### 36. **Voting**

- (1) On a poll at a general meeting of the Company each Member present in person or by proxy, attorney or representative has one vote only.
- (2) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (3) A Member or their proxy, attorney or representative is not entitled to vote at any general meeting of the Company unless all money due and payable by the Member to the Company has been paid, other than the amount of the annual subscription payable in respect of the then current year.
- (4) If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, bankruptcy or insolvency, his or her committee or trustee or such other person as properly has the management of his or her estate may exercise any rights of the Member as if the committee, trustee or other person were the Member.

### 37. **Appointment of proxies**

- (1) Each Member is to be entitled to appoint another person as his, her or its proxy by notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.



- (2) The notice appointing the proxy is to be in the form set out in Appendix 2 to these Articles.

**38. Representative**

- (1) A Member, being a company or other legal entity, may, by resolution of its Board of Directors or other governing body, authorise a specified person to act as the Member's representative at specified meetings that the Member would, if it were a natural person, be entitled to attend as a Member of the Company.
- (2) A person who is authorised under Sub-Article (1) is, in accordance with the authority and until it is revoked, entitled to exercise on the Member's behalf the same powers as the Member could, if it were a natural person, exercise as a Member of the Company.
- (3) Where:
  - (a) a person present at a meeting is authorised to act as the representative of the Member at the meeting by virtue of an authority given by the Member under Sub-Article (1); and
  - (b) the person is not otherwise entitled to be present at the meeting;the Member shall be deemed to be personally present at the meeting.
- (4) A certificate under the seal or otherwise executed by or on behalf of the Member is prima facie evidence of the appointment or of the revocation of the appointment, as the case may be, of a representative pursuant to the provisions of Sub-Article (1).
- (5) Where Sub-Articles (1), (2), (3) or (4) are inconsistent with the Law, the Law shall prevail.

**PART V - MISCELLANEOUS**

**39. Indemnity**

- (1) To the extent permitted by law, and unless the Directors in their absolute discretion resolve that the circumstances do not justify indemnification, the Company must indemnify each person who is, or has been, an officer or employee of the Company (to the extent that the officer or employee is not

otherwise indemnified) against all liability incurred by that person as such an officer or employee:

- (a) to any person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith; or
  - (b) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted or in connection with an application, in relation to such proceedings in which the Court grants relief to the person under the Law.
- (2) To the extent permitted by law, the Company may pay or agree to pay a premium in respect of a contract insuring a person who is, or has been, an officer or employee of the Company against a liability incurred by the person as such an officer or employee, including, but without limiting the generality of the foregoing a liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal and whatever their outcome.
- (3) In this Article:
- (a) ‘officer’ has the same meaning as in Section 241 of the Law;
  - (b) ‘related body corporate’ has the same meaning as in Section 9 of the Law.

40. **Common seal**

- (1) The Directors shall provide for the safe custody of the seal.
- (2) The seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the seal, and every document to which the seal is affixed shall be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

41. **Inspection of books**

The Directors shall determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect

any document of the Company except as provided by the Law or authorised by the Directors or by the Company in general meeting.

## **42. Notices**

### **42.1 General**

Any notice, statement or other communication under these Articles must be in writing, except that any notice convening a Board meeting does not need to be in writing.

### **42.2 How to give a communication**

In addition to any other way allowed by the Law, a notice or other communication may be given by being:

- (a) personally delivered;
- (b) left at the person's current address as recorded in the Register of Members;
- (c) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail;
- (d) sent by fax to the person's current fax number for notices; or
- (e) sent by email to the person's current email address for notices.

### **42.3 Communications by post**

A communication is given if posted:

- (a) within Australia to an Australian address, 3 Business Days after posting;
- (b) outside Australia to an address outside Australia, ten Business Days after posting.

### **42.4 Communications by fax**

A communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

#### **42.5 Communications by email**

A communication is given if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient.

#### **42.6 After hours communications**

If a communication is given:

- (a) after 5pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9am on the next day which is not a Saturday, Sunday or bank or public holiday in that place

#### **43. Audit**

A properly qualified auditor or auditors shall be appointed and removed and their duties regulated in accordance with the Law.

**APPENDIX 1  
(Article 3(1)(b))**

**APPLICATION FOR ORDINARY MEMBERSHIP OF  
SUPPORT ACT LIMITED**

I, .....  
(full name of applicant)

of.....  
(address)

hereby apply to become ....  
(occupation)

a Member of the abovenamed Company. In the event of my admission as a Member, I agree to be bound by the Articles of the Company for the time being in force.

.....  
Date

.....  
Signature of applicant

I, .....  
(full name of applicant)

a Member of the abovenamed Company, nominate the applicant, who is personally known to me, for Membership of the Company.

.....  
Date

.....  
Signature of applicant

**APPENDIX 2  
(Article 37(2))**

**FORM OF APPOINTMENT OF PROXY**

I, .....  
(full name)

of.....  
(address)

being a Member of Support Act Limited hereby appoint

.....  
(full name of proxy)

of.....  
(address)

as my proxy to vote for me on my behalf at the general meeting of the Company (annual  
general meeting or special general meeting, as the case may be) to be held on the  
day of

19 , and at any adjournment of that meeting.

- \* My proxy is authorised to vote in favour of the resolution (insert details).
- \* My proxy is authorised to vote against the resolution (insert details).

.....  
Date

.....  
Signature of Member appointing proxy

NOTE: A proxy vote may not be given to a person who is not a Member of the Company

**APPENDIX 3  
(Article 14(1)(a))**

**APPLICATION FOR ELECTION AS A DIRECTOR OF  
SUPPORT ACT LIMITED**

I, .....  
(full name of nominator)

of.....  
(address)

am a Member of the abovenamed Company and hereby nominate the nominated Member for election as a Director of the Company.

.....  
Date

.....  
Signature of nominator

I, .....  
(full name of nominated Member)

am a Member of the abovenamed Company and consent to nomination for election as a Director of the Company.

.....  
Date

.....  
Signature of nominated Member

WE, the companies and the individual whose names and addresses are subscribed below, being the subscribers to the Memorandum of Association, hereby agree to these Articles of Association.

**Common Seals of Subscribers**

**THE COMMON SEAL of** )  
**AUSTRALASIAN PERFORMING** )  
**RIGHT ASSOCIATION LTD** )  
(ACN 000 016 099) was hereunto )  
affixed by authority of the Board of )  
Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

**THE COMMON SEAL of** )  
**AUSTRALASIAN MECHANICAL** )  
**COPYRIGHT OWNERS SOCIETY** )  
**LTD** (ACN 001 678 851) was )  
hereunto affixed by authority of the )  
Board of Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held



**THE COMMON SEAL** of )  
**AUSTRALIAN RECORD** )  
**INDUSTRY ASSOCIATION LTD** )  
(ACN 002 692 944) was hereunto )  
affixed by authority of the Board of )  
Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

**THE COMMON SEAL** of )  
**PHONOGRAPH PERFORMANCE** )  
**COMPANY OF AUSTRALIA LTD** )  
(ACN 000 680 704) was hereunto )  
affixed by authority of the Board of )  
Directors in the presence of: )

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Office held

**DATED** this            day of

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