

# **WOMEN IN FILM AND TELEVISION (UK) LIMITED**

**(the “Company” or “WFTV”)**

## **Membership Rules (the “Rules”)**

**(Amended by resolutions passed on 19 June 1997, 24 June 1999, 5 September 2001, 3 July 2003, 26 May 2004, 27 April 2011, 17 July 2014, 18 July 2016, 25 July 2019 and 25 November 2020)**

The rules governing membership of this Company as provided for under the Articles of Association of the Company are as follows:

### **1. ELIGIBILITY FOR MEMBERSHIP**

- 1.1 Membership of the Company is open to any woman (or person self-identifying as a woman) with professional experience in production, broadcast or other dissemination of moving images including experience in television, film and/or the digital media industries (the “**Industry**”) and whether such experience has been gained in technical, creative, business or other fields connected with the Industry. A list of areas the Company considers appropriate is contained in the membership application form.
- 1.2 Membership is open to UK residents only and all applicants must provide a UK address and telephone number in order to fulfil the eligibility criteria.
- 1.3 Membership of the Company shall not be open to applicants under the age of 18.
- 1.4 The board of directors of the Company (the “**Board**”) may at its discretion accept an application for membership where the above requirements are not fully met provided that such acceptance is agreed by the chief executive of the Company (the “**Chief Executive or CEO**”) or such other person(s) as shall be nominated by the Board for such purpose.
- 1.5 Notwithstanding the above, the Chief Executive, or such other person(s) as shall be nominated by the Board for such purpose shall in pursuance of the best interests of the Company exercise an absolute discretion in accepting or rejecting any application for membership of the Company. In the event that any application is not accepted, the Board may (but shall not be obliged to) provide the applicant with reasons for its rejection.
- 1.6 Membership shall not be transferable and shall cease on death.

### **2. APPLICATION FOR MEMBERSHIP**

- 2.1 All applications for membership shall be made via the Company’s website ([www.wftv.org.uk](http://www.wftv.org.uk)) on the Company’s application form or in such other manner as the Board shall determine.

- 2.2 By completing an application form for membership of the Company, the applicant is deemed to confirm that all information in the application form is true and accurate.
- 2.3 Overseas members of any chapter of Women in Film may, at the discretion of the Chief Executive, be granted a period of free membership of up to 3 months.
- 2.4 The Board and the Chief Executive shall be entitled to invite any women with the relevant professional experience in the Industry, to be members of the Company, and such women shall not be required to apply for membership in the manner described in Rules 2.1 and 2.3 above (but will be required to provide the mandatory information required to complete the registration process).
- 2.5 By accepting membership of the Company each member agrees to her name and occupation being included in the Company's "Membership Directory" which is accessible to WFTV staff and members only. This is separate from the Company's statutory register of members. Once registered, members can opt not to be included in the Membership Directory by updating their account settings.

### **3. SUBSCRIPTION**

- 3.1 The Board of the Company shall determine the categories of membership of the Company and the subscription rates for each category from time to time.
- 3.2 Notwithstanding the above Rule, the Chief Executive may at her sole discretion waive the requirement for any member to pay the whole or any part of the annual subscription where she deems the circumstances appropriate.

### **4. RENEWAL OF MEMBERSHIP**

- 4.1 Membership is annual. Membership subscription fees can be paid in equal quarterly instalments across the year when a member chooses to pay by direct debit. All memberships can be cancelled by giving at least one month's written notice to the WFTV office.
- 4.2 Every member's membership of the Company shall be subject to renewal in each year following the first year of membership. The Chief Executive or such other person(s) as shall be nominated by the Board for such purpose shall be entitled at her discretion to grant a renewal of or refuse to renew any membership.

### **5. CONDUCT OF MEMBERS**

- 5.1 By accepting membership each member of the Company agrees that she will:
  - 5.1.1 support the Company's mission statement, aims and objects, copies of which are available on the WFTV website;

- 5.1.2 allow the Company's staff to contact her to keep her informed about its activities and initiatives;
  - 5.1.3 (so far as practicable) share expertise with other members by attending events and participating in the Company's activities;
  - 5.1.4 not behave in any manner which could damage the reputation of WFTV or its day to day operations or bring WFTV into disrepute;
  - 5.1.5 treat with courtesy (whether in person, in writing or on the telephone) all fellow members and their guests and behave in an appropriate manner on the Company's premises and at events held elsewhere by the Company or on its behalf;
  - 5.1.6 be responsible for the behaviour of her guest(s) on the Company's premises and at any screening or event held elsewhere by WFTV or on WFTV's behalf;
  - 5.1.7 while networking is one of the aims of the Company, refrain from soliciting guest lecturers, participants in Q&A sessions, fellow members or other guests to accept scripts, or any other business materials;
  - 5.1.8 treat with courtesy (whether in person, in writing or on the telephone) all members of staff and not make unreasonable demands on staff and resources;
  - 5.1.9 provide reasonable assistance to the Company and its staff and management in relation to the administration of the membership.
- 5.2 Members are reminded that (except for Board members) they are not entitled (unless specifically authorised by the Board) to hold themselves out to any other person or party in any dealings whatsoever as representing the Company, to enter into any contracts regarding sponsorship, events or otherwise on behalf of or pledge the credit of, make any representations regarding or confer any obligations upon or commit the Company in any way whatsoever.
- 5.3 In addition to the right to refuse to renew any membership, the Chief Executive with the approval of the Board shall after making all reasonable attempts to resolve the issue be entitled at any time to rescind any membership if such member:
- 5.3.1 acts contrary to the objects of the Company or these Rules or in such other way as to bring discredit upon the Company; or
  - 5.3.2 fails to pay any subscription payable pursuant to these Rules within 30 days of the due date.

- 5.4 In the event that the Chief Executive with the approval of the Board decides to rescind any membership:
- 5.4.1 the relevant member shall be sent a written notice. This notice shall include details of the reasons for wishing to rescind her membership and set out an account of the specific infringements or misconduct (so far as practicable);
  - 5.4.2 upon receipt of a notice the member will have the right within 30 days of the date of the notice to either resign her membership of the Company by giving written notice to the Company or to appeal to the Board in writing against the decision giving full details of the reasons for the appeal;
  - 5.4.3 if the member does not respond to the notice within the said 30 days she shall be deemed to have resigned as a member;
  - 5.4.4 If the member elects to appeal to the Board, the Board shall consider the grounds for appeal as soon as reasonably practicable and notify the member in writing of its decision. The decision of the Board is final.
- 5.5 Any member may terminate her membership of the Company by at least one month's notice in writing served on the Company and she shall then be deemed to have resigned and her name shall be removed from the Company's Membership Directory. Members' information will be retained on the Company's Content Management System for up to one year from the date of expiration of the membership. The Company will delete any such information in accordance with the Company's Privacy Policy from time to time. A member has the right to request that her information is deleted at any time, in accordance with the right to erasure as part of the General Data Protection Regulation (GDPR).

## **6. NOMINATION AND ELECTION OF MEMBER DIRECTORS**

- 6.1 The Board may from time to time determine a minimum and/or maximum number of directors of the Company and the number of those directors who are to be appointed by members pursuant to Rule 6.4 ("**Member Directors**"). At the date of adoption of these Rules the Board may comprise of up to 16 directors of which 2 will be Member Directors. All directors shall be members of the Company.
- 6.2 The Board will be responsible for suggesting new nominees for the Board (other than Member Directors); reviewing the re-appointment of existing Board Members and for succession planning for key Board positions. The Board will vote on the appointment and re-appointment of all directors of the Company (save for Member Directors). The Board will formally approve any appointment provided that a director in respect of whom re-appointment is to be considered shall not be entitled to vote in respect of her own re-appointment. In the event that there are more suggested nominees for Board Directors (other than Member

Directors) than places available, the board may be asked to vote via secret ballot to elect the new directors. Secret ballots will be run and supervised by the Company Secretary or Treasurer or as otherwise agreed by the Board.

- 6.3 If there is a vacancy for a Member Director, the Board will issue a Call for Nominations for candidates for election to the Board as Member Directors at a convenient time before a proposed election. Any member of the Company may put herself forward provided she has been a member in good standing for at least one year before the date on which the ballot is due to start and her subscriptions are not in arrears.
- 6.4 A minimum of three weeks from sending the Call for Nominations should be allowed for members to respond in writing (or such other form as required by the Board from time to time). All nominations shall be sent to the offices of the Company or as otherwise specified in the Call for Nominations.
- 6.5 It is a condition of standing that a candidate will provide an email address for all correspondence and that this email address may be shared with all other candidates.
- 6.6 Nominations received after the deadline or incomplete nominations (e.g. those without the correct number of qualified nominees) will be disqualified.
- 6.7 Candidates for Member Directors will provide a 250 word statement supporting their candidacy for publication to members. Statements not received by the deadline will not be published. Statements will be published in the same form they are submitted including any spelling or grammatical errors, except when statements or parts of statements would not in the view of the Chair of the Board or Company Secretary be in the interests of the Company or which would contravene legal or regulatory requirements. Only the maximum number of words specified will be published, and any statement longer than the specified maximum will be cut off at the exact maximum point. Any publishing or distribution errors made by the Company or its agents which in aggregate are relatively minor will not invalidate the election process, and the Chair of the Board or Company Secretary will decide whether or not any errors require electoral materials to be reprinted or another remedy undertaken (at her discretion).
- 6.8 If there are more proposed Member Directors than there are Board vacancies for Member Directors, a ballot paper containing the number of vacancies on the Board and the names of all the candidates nominated in accordance with Rule 6.5 above shall be sent to each member. The election shall be run and supervised by the Company or as otherwise agreed by Board and shall be done by way of a secret ballot (which may be an electronic voting procedure, such as Survey Monkey in place of ballot papers). The electorate will consist of all those members who are members in good standing at 5pm on the date five days before the dispatch of the ballot papers. No one who subsequently becomes a member may vote in that election. Each member in good standing shall be entitled to one

vote for each vacancy on the Board. Completed ballot papers must be returned to the offices of the Company by the specified date which shall not be less than 20 days before the date of the Annual General Meeting (or such other date as the Board shall determine).

- 6.9 The failure of a small number of voters to receive the ballot papers or to be able to take part in the election shall not invalidate the election. Solely at the Chairman of the Board's discretion, a replacement ballot may be issued (e.g. to an elector who presents a signed statement that she has not received the original ballot) but Chairman of the Board may at her discretion decline to issue a replacement ballot once the total number of replacement ballots issued is, in her judgment in danger of becoming significant in the context of the total number of ballots likely to be cast.
- 6.10 The candidate (or, if there is more than one vacancy for a Member Director, candidates) receiving the highest number of votes shall (subject to paragraph 6.11 below) be proposed as Member Director(s) at the next Annual General Meeting. In the event that any candidates for Board membership receive an equal number of votes then the Chairman of the Board will draw lots to determine the result and the result of such drawing of lots shall be final. Where there is an unresolved dispute it may be referred, or candidates may appeal to the Chairman of the Board, whose decision will be final.
- 6.11 In exceptional circumstances, where the Chairman of the Board considers a candidate has behaved in a way which is wholly inappropriate or in a manner which appears to be designed to or is likely to damage WFTV or the election process, she may disqualify the candidate; her decision is final. Any votes for that candidate would then be lost and not declared, and no replacement ballots would be issued.
- 6.12 The Company will publish the results of the election on the WFTV website as soon as reasonably practicable after receiving them.
- 6.13 Where less than 10% of the total electorate has participated in the election ('participation' includes spoiled ballots) the election will be null and void and the post of Member Director will be filled by nominees of the Board.
- 6.14 The nominees who are selected by members under the above procedure shall be proposed as directors at the Annual General Meeting. Such new members of the Board shall (if their appointment is approved at the Annual General Meeting) take up office immediately.
- 6.15 From time to time and at its discretion the Board may vary the requirements and procedure for the retirement by rotation, nomination and/or election of Member Directors, subject to the Company's Articles.

### **Nomination and Election of Board Officials**

6.16 The Chairman and Vice-Chairman and are all are selected from existing members of the Board and appointed in accordance with the Articles. In cases, where more than one candidate wishes to stand as Chairman or Vice-Chairman, an election for office will be run. All candidates will be asked to submit a 250 word statement supporting their candidacy. Such statement shall be submitted to the Treasurer or the Company Secretary. The election will run and be supervised by the Treasurer or the Company Secretary (or as otherwise determined by the Board) and maybe by way of a secret ballot and a majority vote will decide the winner.

**7. RETIREMENT OF THE BOARD BY ROTATION AND OTHERWISE**

7.1 Each member of the Board (including Member Directors) will retire from office in accordance with the Company's Articles and shall be eligible for re-appointment provided she is nominated in accordance with these Rules and the Company's Articles.

**8. ARTICLES TO TAKE PRECEDENCE**

8.1 If there is any inconsistency or conflict between these Rules and the Company's Articles of Association, the Company's Articles of Association shall take precedence and the Board shall promptly amend these Rules to remove such inconsistency or conflict.

**9. LAW AND JURISDICTION**

9.1 These Rules shall be governed by English Law. Any dispute connected with these Rules shall be subject to the jurisdiction of the English Courts.

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