

# NORTHAM THEATRE GROUP

## 1. NAME

The name of the Association is THE NORTHAM THEATRE GROUP (INC) hereafter referred to as “ the Group”.

## 2. OBJECTS

The objects of the Group are:

2.1 The promotion and presentation of live Theatre including all such forms of Drama and musical entertainment which the Group can see fit to provide to the public.

2.2 The promotion of play readings and poetry readings, workshop sessions, seminars and entertainment of all such kinds to its members and the public of Northam and the surrounding districts generally.

## 3. ATTAINING RESULTS

The Group shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the objects of the Group.

## 4. PROPERTY OF THE ASSOCIATION

NOT FOR PROFIT Clause:

The property and income of the Association must be applied solely towards the promotion of the objects or purposes of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any member of the Association, except in good faith in the promotion of those objects or purposes.

## 5. POWERS OF THE ASSOCIATION

5.1 To acquire, hold, deal with, including renting and or leasing, and dispose of any real or personal property.

5.2 To open and operate bank accounts

5.3 To invest its money-

5.3.1. in any security in which trust moneys may be invested or

5.3.2. in any other manner authorised by the rules of the Group.

5.4 To borrow money upon such terms and conditions as the Group thinks fit.

5.5 To give such security for the discharge of the liabilities incurred by the Group as the Group thinks fit.

5.6 To appoint agents to transact any business of the Group on its behalf for reward or otherwise.

5.7 To build, construct, erect, maintain and alter or repair any premises building or other structure of any kind belonging to the Group and to furnish, equip and improve the same for use by the Group.

5.8 Accept donations and gifts in accordance with the objects of the Group.

5.9 Print and publish any information by any media including newspapers, newsletters, articles, leaflets, or with on-line sites for promotion of the Group.

5.10 Provide gifts and prizes in accordance with the objects of the Group.

5.11 Organise social events for Members and the promotion of the Group.

5.12 To enter into any other contract the Group considers necessary or desirable.

## **6. MEMBERSHIP**

6.1 Membership may be open to any person who wishes to further the interests of the Group.

6.2 Any person seeking membership shall make application to the Management Committee, and the management committee shall determine whether the application is successful.

6.3 Each person admitted to membership shall be;

6.3.1 Bound by the constitution and by - laws of the Group

6.3.2 Liable for such fees and subscriptions as may be fixed annually at the AGM, for the next 12 months.

6.3.3 Entitled to all the advantages and privileges of membership.

## **6.4 MEMBERSHIP CATEGORIES**

6.4.1 Ordinary member

Any person who is a financial member of the Group is entitled to hold any office and enjoy the privileges of the Group

6.4.2 LIFE MEMBERSHIP

Any members may nominate a person to the Management Committee for consideration for Life Membership. Upon endorsement of the application by the Management Committee, the nomination shall then be tabled for acceptance by members at an AGM.

Life Members are entitled to hold office on the Management Committee

Life Members are entitled to all privileges of the Group.

6.4.3 PATRON - The Group. May at its discretion, elect a Patron of the Group annually. Such Patron shall not be eligible to vote unless they are current members of the Group under another category of membership.

6.5 The Management Committee shall appoint a member of the Management Committee to maintain an up to date register of members of the Group.

6.6 A member may at any reasonable time inspect the records and the documents of the Group.

## **7. SUBSCRIPTIONS**

7.1 To be paid as and when they fall due.

## **8. TERMINATION OF MEMBERSHIP**

8.1 Any person's membership may be terminated by the following events.

8.1.1 resignation

8.1.2 expulsion

8.1.3 a member's annual membership fee remains unpaid after three (3) months of falling due.

8.2 The Management Committee shall have the power to suspend or expel any member of the Group for

8.2.1 any of the events in item 8.1

8.2.2 false or inaccurate statements made in the member's application for membership of the Group

8.2.3 breach of any rule, regulation or by-law made by the Group

8.2.4 any act detrimental to the Group – after having undertaken due inquiry

8.3 Any member who is expelled, suspended or has their membership terminated, shall have the right of appeal against their suspension or expulsion by presenting their case to a Special Meeting called for such purpose, and the decision of the Special meeting shall be final.

## **8.4 PRIVILEGES OF MEMBERSHIP**

The privileges of members of the Group shall consist of:

8.4.1. the right to nominate for office of the Group as set out in Clause 9 hereof

8.4.2 the right to attend and vote at any General meeting of the Group .Voting age to be 18 years.

8.4.3 eligibility to perform and or assist in any Group productions or activities

8.4.4 such other privileges as the Management Committee may from time to time determine

8.4.5 All Minute books shall be open to inspection on request of any financial member.

## **9. MANAGEMENT COMMITTEE**

9.1 Management of the Group shall be vested in the Management Committee elected by the members at the Annual General Meeting, for period of 12 months, except for the President (see Clause 9.4), and consisting of ..

9.1.1 President

9.1.2 Vice president (one only)

9.1.3. Secretary

- 9.1.4 Treasurer
- 9.1.5 Wardrobe
- 9.1.6 Technical
- 9.1.7 Publicity
- 9.1.8. Membership
- 9.1.9 Four (4) committee members
- 9.2 Nominations for Office Bearers shall be:
  - 9.2.1 Be in writing and on the approved nomination form.
  - 9.2.2 Lodged with the Secretary 21 days prior to the date of the Annual General Meeting
  - 9.2.3. Members shall be notified in writing of all nominations 14 days prior to the date of the Annual General Meeting.
  - 9.2.4. If a vacant position does NOT have a nomination, the Returning Officer may call for nominations from the floor of the Annual General Meeting, or the incoming committee may co-opt to the vacant position at the next committee meeting
  - 9.2.5 If the number of nominations for any office is EQUAL to the number required, the President of the Annual General Meeting shall declare all the candidates elected.
  - 9.2.6 If the number of nominations for any office EXCEEDS the number of vacancies, an election by secret ballot by the simple majority method, shall be held to decide who shall fill the vacancy.
  - 9.2.7 If the number of nominations is LESS than the number of vacancies, all candidates shall be declared elected, and the unfilled vacancies may be filled by the incoming committee.
- 9.3 With the approval of the Committee the positions of
  - Secretary
  - Treasurer
  - Wardrobe
  - Technical
  - Publicitymay nominate a delegate to these responsibilities.
- 9.4 The term of the President shall be no longer than three (3) consecutive years. At the end of the President's three year term, and in the event of no new nominations for President being received, the committee may endorse a further 12 month term of office to the retiring President.
- 9.5 No person shall hold more than one position on the Management Committee at any one time. A person shall cease to be a member of the Management

Committee at the conclusion of the Annual General Meeting which follows his/her election and he/she will be eligible for re-election.

9.6 A quorum of the Management Committee shall be half its members plus one.

9.7 If the President or Vice President is unable to attend, then a chairperson nominated by the committee shall chair the meeting.

9.8 A member of the Management Committee may lose his/her seat on the committee for either of the following reasons:

9.8.1 Absence from three or more consecutive meetings without leave of absence

9.8.2 Found not to be a financial member

## **10. POWERS OF THE MANAGEMENT COMMITTEE**

10.1 The Management Committee shall carry out the day to day running of the Group and shall have the power to :

10.1.1 Control and manage the property and assets of the Group

10.1.2 Control and manage the income and expenditure of the funds of the Group

10.1.3 Appoint sub-committees and to delegate to such sub-committees such powers as may be deemed necessary

10.1.4 Co-opt members either to the Committee itself, or to any Sub-committee

10.1.5 Adjudicate on all matters before it including disputes

a) between members: or b) between members and the incorporated association.

The committee to examine and discuss the Dispute, and decide on action to be taken. The member involved to be invited to speak at Committee meeting.

If there is no resolution of the Dispute at Committee level, the matter may be referred to a Special General Meeting at which no other matters may be discussed, called either by the committee or the member involved in the Dispute.

10.1.6 Cause minutes to be made of all proceedings at meetings of the Committee and General Meetings of members.

10.1.7 Make, amend and rescind rulings and by-laws

10.1.8. Employ a person or persons to carry out certain duties required by the Group, at salaries and remunerations for such period of time, as may be deemed necessary, at their discretion

10.1.9 Appoint a successor until the next AGM should a vacancy occur on the Management Committee during the season

10.1.10 Appoint an officer or agent of the Management Committee to have custody of the Group's records, documents and securities.

10.1.11 Payments to any member of the Group must be authorised by the Committee.

## **11 AUDITOR**

11.1 The Annual General meeting shall elect or appoint an Auditor or Auditors

11.2 The Auditor/s shall examine and audit all books and accounts of the Group annually, and have the power to call for all books, papers, accounts, receipts etc., of the Group and report thereon to the Annual General meeting.

## **12. MEETINGS**

### **12.1 Annual General Meeting**

12.1.1 The Annual General Meeting of the Group must be held within 3 (three) months of the end of the financial year.

12.1.2 The Secretary shall give at least 14 (fourteen) days notice of the date of the Annual General Meeting, to members by hand post or email

12.1.3 All financial members may attend the Annual General Meeting

12.1.4 The quorum of the Annual General Meeting shall be a minimum of (15) fifteen members. If at the end of 30 minutes after the time appointed in the notice for the opening of the meeting, if there be no quorum the meeting shall stand and adjourned for one week. If at such meeting there is no quorum, those members present shall be competent to discharge the business of the meeting.

12.1.5 The Agenda for the Annual General Meeting shall be

- Opening of Meeting
- Apologies
- Confirmation of Minutes from the previous Annual General Meeting
- Presentation of Annual Reports
- Adoption of Annual Reports
- Presentation of Treasurer's statement
- Election of new Management Committee (and Patron)
- Vote of thanks to outgoing Management Committee
- Determination of Annual Membership Fee
- Notice/s of motion
- Urgent General Business
- Closure

## **13.. SPECIAL GENERAL MEETINGS**

13.1.1 Special General Meetings may be called by the Management Committee or at the request of the President and Secretary or on the written request of at least (5) members of the Group, or in the case of an unresolved Dispute, by the aggrieved member

13.1.2 The Secretary shall give at least (21) twenty one days in writing by hand post or email of the date place and time of the Special General Meeting to the members. Notice of the Special General Meeting shall set out clearly the particulars and order of business for which the meeting has been called. No other business shall be dealt with at that Special General Meeting.

13.1.3 The quorum at the Special General Meeting shall be (15) members

#### **14. COMMITTEE MEETINGS**

14.1.1 The meetings of the Committee shall be held from time to time as required

14.1.2 Seven (7) days notice shall be given for ordinary meetings

14.1.3 At all Committee Meetings half plus one Committee Members present shall consist a quorum.

14.1.4. Meeting procedure .

Welcome

Apologies

Minutes of the Previous meeting

Business Arising from Minutes

Correspondence

Treasurer's Report

Other reports

General business

Date of next meeting and closure

#### **15. VOTING**

15.1 Voting powers at the Annual General Meeting and Special General Meetings:

15.1.1 The President shall be entitled to a deliberate vote and, in the event of a tied vote, the President shall exercise a casting vote.

15.1.2 Each individual financial member and Life Member shall have (1) vote.

#### **16. FINANCE**

16.1 All Funds of the Group shall be deposited into the Group's accounts at such bank or recognised financial institution as the Management Committee may determine.

16.2 All accounts due by the Group shall be paid by cheque, direct debit or transfer , after having been passed for payment by the Management committee meeting and when immediate payment is necessary, accounts/s shall be paid and the action endorsed at the next Committee meeting.

16.3 All account books shall be open for inspection on request of any financial member

16.4 The Secretary shall not spend more than a set amount Petty Cash without the consent of the Management committee and shall keep a record of such expenditure in a Petty Cash Book.

16.5 A statement showing the financial position of the Group shall be tabled at each Committee meeting, by the Treasurer.

16.6 A statement of Income and Expenditure, Assets and Liabilities shall be submitted to the Annual General Meeting. The auditor's report shall be attached to such financial report.

16.7 The financial year of the Group shall commence on (1) one July each year. The accounts, books and all financial records of the Group shall be audited each year.

16.8 The signatories of the Group's accounts will be the Treasurer and any one (1) from the following

President

Vice President

Secretary

Endorsed member

16.9 All property and income of the Group will apply solely to the promotion of the Group and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to members, except in good faith in the promotion of these objects.

16.10 The custodian of book of accounts and securities to be the Treasurer.

## **17.COMMON SEAL**

The Common Seal of the Group shall be kept in the care of the Secretary. The Seal shall not be used or affixed to or added to any document except in the pursuant of a resolution of the Management Committee, and in the presence of at least the President and two members of the Committee, both of whom shall subscribe their names as witnesses.

## **18 ALTERATION TO THE CONSTITUTION AND BY-LAWS**

18.1 No alteration, repeal or addition shall be made to the Constitution except at the Annual General Meeting, or General Meeting, called for that purpose and notice of all motions to alter, repeal or add to the Constitution shall be given to members twenty one (21) days prior to the Annual General Meeting or twenty one (21) days prior to a General meeting called for such purposes.

18.2 The Secretary shall forward such notices of motion to each financial member at least (14) days prior to the Annual General Meeting or twenty one (21) days prior to the General Meeting.



18.3 Such motions, or any part thereof, shall be of no effect unless passed by a seventy five percentage (75%) majority of those present and entitled to vote at the Annual General Meeting or Committee Meeting as the case may be.

18.4 Alterations to the By Laws can be made only at Committee Meetings, provided notice of the proposed alteration/s has been duly notified to Committee members.

## **19. DISSOLUTION**

If, on the winding up of the Group, any property of the Group remains after satisfaction of the debts and liabilities of the Group and the costs, charges and expenses of that winding up, that property shall be distributed:

- a. to another incorporated association having objects similar to those of the Group
- b. for charitable purposes. To which incorporated Association or charitable purposes as the case requires, shall be determined by resolution of the members.

## **20 .DEFINITIONS**

For the purposed of these rules, the following definitions shall where ever the context reasonably permits apply:

“Group” means The Northam Theatre Group Inc.

“Committee” means the Committee as set put in Clause 9 hereof

“Member” means a member of the Group.

“Financial Member “ means a member whose subscription is not in arrears for more than (4) four months.

# NORTHAM THEATRE GROUP Inc.

## CONSTITUTION



Re - configured July 2017

Accepted by Commerce etc. Wednesday 5<sup>th</sup> January 2018.