

# Theatre Workshop Coulsdon



## Constitution

### Definitions

- “AGM”** means the Annual General Meeting of the Company, to be held in October each year, or such other date as the Members Committee may agree with the Trustees of the Company.
- “Members Committee Meeting”** means the meetings held by the Members Committee, that occur in accordance with Clause 4.4 hereto
- “Company”** means Theatre Workshop Coulsdon
- “Constitution”** means this document, the same as being amended from time to time, governing the activities of the Company
- “Director”** means the member of the Company who is directing a production on behalf of the Company
- “EGM”** means an Emergency General Meeting
- “Members Committee”** means the body elected by the membership, responsible for the day to day running of the Company

**“Trustees Committee”**

shall mean the permanent Chair of the Trustees, the current Secretary and Treasurer of the Members Committee, and a minimum of three other elected officers.

**1. Name**

1.1 The name of the Company is Theatre Workshop Coulsdon, and the Company’s address is:

Coulsdon Community Centre  
Chipstead Valley Road  
Coulsdon  
CR5 3BE  
United Kingdom

**2. Aims and Objectives**

2.1 The Company is established for dramatic, cultural, social, educational, and other purposes of a progressive nature, in particular;

2.1.1 To produce and perform amateur theatre.

2.1.2 To encourage participation in the performing arts.

2.1.3 To advance the education of the public in and by means of the performing arts and by improving the appreciation of the performing arts.

2.1.4 To encourage theatrical talent, and the development of social, personal, and communication skills by means of the performing arts.

2.1.5 To promote the enjoyment of members and audiences through amateur theatrical activities specifically within, but not limited exclusively to the Coulsdon area and to form a social group to develop those aims and objectives.

2.1.6 To encourage individuality, by creating, and promoting original material.

2.2 And for the furtherance of said objectives but not otherwise:

2.2.1 To arrange for theatrical and other performances, and to encourage the use of the Coulsdon Community Centre for such purposes.

2.2.2 To arrange and provide for, or join in arranging and providing for, the holding of meetings, lectures, classes, to promote the performing arts.

2.2.3 To establish and support, or aid in the establishment and support, of any group pursuing the same objectives as ourselves.

2.2.4 To do all such things as will further or are incidental to the furtherance of the aforesaid objects.

### **3. Membership**

- 3.1 Membership of the Company shall be voluntary, and open to any individual who supports the aims and objectives of the Company, and who further agrees to abide by the terms and conditions agreed within this Constitution.
- 3.2 Membership requires payment of a subscription, which shall be notified to the individual member of the Company by the Treasurer of the Company. The amount and payment terms of the subscription shall be agreed annually by the Committee and communicated to the membership in writing.
- 3.3 At the absolute discretion of the Members Committee, differential rates may be charged for waged and unwaged individuals. Similarly, differential rates may be charged for individuals who assist the group in a purely offstage capacity only.
- 3.4 Only those members who are paid up to date with their membership subscription will be eligible to be involved in productions by the Company, unless otherwise agreed by the Members Committee.
- 3.5 If at any time the conduct of a member appears inconsistent with the aims and objectives of the Company, the Members Committee may require the person to give an explanation of this conduct. In this event the person's membership may be withdrawn by the Members Committee in its absolute discretion.

Should the explanation prove satisfactory, the member will be reinstated, in the event that membership was withdrawn by the Members Committee. If the person concerned does not accept the decision of the Members Committee, they may notify the Chair of the Members Committee in writing, and the matter will be raised at the next Trustees Meeting by the Secretary, where the person can speak. Until the Trustees Meeting is held, the decision of the Members Committee will remain in full force and effect. The decision of the Trustees Meeting will be binding and final.

- 3.6 An individual can become a member of the company from the age of sixteen (16). Should an individual apply to join, who is younger than the minimum age, then the Members Committee may at its discretion allow such individual to join the Company, by way of a majority vote at a Committee Meeting. Where the prospective member is under the age of sixteen, and membership is granted, they must be accompanied, and be the responsibility of either their legal parent / guardian, or by an adult who is known to them, and accepts such responsibility in writing.
- 3.7 The Members Committee may determine a period of grace for membership renewal.
- 3.8 The Members Committee may at its discretion confer life membership or waive membership subscription. It shall be the prerogative of the Members Committee to bestow honorary membership upon deserving parties.

- 3.9 A member of the Company can terminate their membership at any time by offering their resignation in writing to the Secretary, or by ceasing to pay membership subscriptions. Membership subscription is non-returnable once a membership has been terminated, where such termination is brought about either by the member, or if by the Members Committee, where such termination is in accordance with Clause 3.5.
- 3.10 Failure to pay membership subscriptions for a period of eight (8) months or more shall be construed by the Company as a termination event, and that individual's membership will cease thereafter.

#### **4. Members Committee**

- 4.1 The Members Committee shall be paid up members of the Company, and shall be responsible for the day to day running of the Company. The positions to be filled on the Members Committee shall include:
- a) **Secretary** - who shall take minutes of Members Committee Meetings, and otherwise ensure discussions are recorded and communicated to the Members Committee and send out calling notices for Members and Trustees committee meetings as well as any EGM, and the AGM.
  - b) **Treasurer** - who shall keep the Company's finances in order, agree budgets for plays with the Director (with right of recourse to the Members Committee; and set ad-hoc budgets as necessary (for example for investments) within any limits agreed by the Members Committee.
  - c) **Ordinary** - not less than five ordinary members of the Company who may have specific responsibilities as skills and circumstance demand. Specific areas of responsibility may be allocated with the agreement of the Ordinary member at any meeting of the Members Committee. One of the elected ordinary members shall be chosen by the rest of the Members Committee at the first Members Committee Meeting after the AGM to act as Chair for the year, and will chair the meetings of the Members Committee, to ensure that collective decisions are reached. The Chair shall also deputise for any other Members Committee member if they are unable to carry out any duties, or perform any function for which the Members Committee is responsible in the event of a resignation of a member of the Members Committee.
- 4.2 The Members Committee shall be empowered to co-opt any member of the Company onto the Members Committee on a temporary and non-voting basis, such as the Director of any production presently in rehearsal or production. Such co-options shall be subject to ratification at the next Members Committee Meeting.
- 4.3 The Members Committee shall hold office until the next AGM unless an EGM resolves otherwise. The Members Committee will be elected by the Company at each AGM, unless an EGM resolves otherwise.

- 4.4 The Members Committee shall meet no less than eight times in a year; such number to include the AGM. Non-committee members may attend as observers and participate in debate, but will have no voting rights.
- 4.5 The Members Committee has the absolute power to refuse any application for membership of the Company.
- 4.6 Once more than 50% of those eligible to vote at the Members Committee Meetings are present, said meeting will be considered to be quorate.
- 4.7 The Members Committee members will serve for one year and stand for re-election at the Annual General Meeting as detailed in Clause 6.3
- 4.8 A motion to remove a Members Committee member may be made at any Members Committee Meeting if:
  - 4.8.1 The Members Committee member is held to be unfit to hold office because of ill health
  - 4.8.2 The Members Committee member has failed to attend at least 50% of the Members Committee Meetings held in the previous six months and adequate cause has not been given.
  - 4.8.3 The Members Committee member can be shown to have used Company funds or resources in an inappropriate manner.
  - 4.8.4 The officer can be shown to have acted in a manner inconsistent with the aims and objectives of the Company.
- 4.9 The Members Committee shall have the power to disperse such funds from Company accounts as necessary to achieve the Company's objectives.
- 4.10 The Members Committee shall have the power to do all such lawful things as are necessary for the achievement of the aims and objectives of the group.
- 4.11 The power of any and all Members Committee members shall at no time exceed the provisions of this constitution.
- 4.12 The Members Committee may appoint sub-committees to carry out specific tasks on behalf of the Members Committee. The mandate for such sub-committees shall not exceed that of the Members Committee.
- 4.13 The Members Committee shall select the works to be produced by the Company, and shall determine the dates of productions. A decision will be made by a bare majority and in the case of an equality of votes the Chair shall have a second or casting vote.
- 4.14 Members Committee Meeting minutes will be available on request to any member of the Company. Matters of importance relevant to the Company will be relayed to its members by any efficient method of communication.

- 4.15 Voting will be by a simple show of hands. In the case of a tie, the Chair will have the casting vote.
- 4.16 Any member wishing to make a complaint should bring the complaint in writing to the Chair, or any other member of the Members Committee. The Chair is responsible for making sure any complaint is investigated, except if he or she is implicated, in which case the appellant may nominate another member of the Members Committee to investigate. Adjudication in such a circumstance shall take no longer than thirty (30) days to complete, and shall be by the Members Committee at large except for any member(s) of the Members Committee directly implicated in the complaint. The decision of the Members Committee shall be final.
- 4.17 Should any complaint be about the Members Committee as a body, then such complaint should be notified to the Chair of the Members Committee in writing in the first instance, and the Chair of the Members Committee will lodge said complaint with the Chair of the Trustees for investigation. Adjudication in such a circumstance shall take no longer than thirty (30) days to complete. In such an event, the decision of the Trustees Committee shall be final.
- 4.18 In the event of a vacancy on the Members Committee, the Members Committee may co-opt another member of the Company with full voting rights on to the Members Committee until the next AGM.
- 4.19 If any of the Chair, Secretary, or Treasurer is unable to carry out his/her duties then the remaining members of the Members Committee shall appoint another Members Committee member as a temporary stand in by majority vote without delay. Unless relinquishing the post, the original incumbent may return at any time when s/he is once again able to carry out his/her duties prior to the next scheduled AGM.
- 4.20 In the event of a vacancy for any of the Chair, Secretary, or Treasurer, or if any of the Chair, Secretary, or Treasurer is permanently unable to carry out his/her duties then the remaining members of the Members Committee shall appoint another Members Committee member as a replacement by majority vote without delay. The Members Committee must then notify the membership of the Company of the vacancy. The Members Committee may then co-opt a member of the Company on to the Members Committee.
- 4.21 The proceedings of the Members Committee shall not be invalidated by any vacancy among their number, or by any failure to appoint, or any defect in the appointment, or qualification of a member.
- 4.22 As the responsibility of the Members Committee entails a duty of care for its members as well as financial liability for the effective administration of the Company, the Members Committee shall request that all new members elected to the Members Committee obtain clearance from the Criminal Records Bureau ("**CRB**") within one month of their election, the fee to be paid by the Company.

- 4.22.1 The certification provided by the CRB must then be presented to the Secretary (or the Chair if it is the Secretary who is seeking clearance), for confirmation that they can meet their duties as a member of the Members Committee.
- 4.22.1 Should the certification of the CRB demonstrate that the person is not suitable for office in line with the Constitution, the election of that member to the Members Committee shall be declared invalid, and the provisions of Clause 4.18 shall apply.

## **5. Trustees**

- 5.1 The Trustees Committee shall consist of the permanent Chair of the Trustees, the current Secretary and Treasurer of the Members Committee, and a minimum of three other seconded officers, who can be either members of the Company, or external to the Company, but proposed by the Chair of the Trustees, or a member of the Company.
- 5.2 The Chair of the Trustees shall be a person with a significant interest in the Company, whose initial appointment shall be agreed at the AGM, or an EGM. This shall be largely an honorary position.
- 5.3 The Chair of the Trustees will retain permanent status on the Trustees Committee, until such time as that person chooses to stand down from the position.
- 5.4 Replacement of the Chair of the Trustees shall be by nominations submitted to the AGM, or an EGM, by any member of the Company, or the Trustees, and decided by simple ballot.
- 5.5 The Trustees shall meet a minimum of three (3) times a year, the last such meeting being held on the same day, and before the AGM.
- 5.6 The principal function of the Trustees shall be to ensure that the aims and objectives of the Company are being actively pursued by the Members Committee, and the Company at large.

## **6. Meetings**

### **6.1 Annual General Meeting**

- 6.1.1 The AGM will be held once a year. All bona fide members, whose membership subscription is fully paid, will be notified and entitled to attend and vote.
- 6.1.2 The meeting will be considered quorate with one third of the current membership in attendance. The current membership will be determined by the number of members who have paid their membership subscription

- 6.1.3 Every fully paid-up member who was in membership at the time of notice being sent shall be entitled to vote either in person, or by proxy at the AGM and stand for election to the Members Committee.
- 6.1.4 Notification of the AGM including the proposed agenda shall be given to the membership, not less than twenty one (21) days before the date of the AGM.
- 6.1.5 The agenda will be agreed at the beginning of the meeting, and the Secretary shall keep a full record of proceedings at every AGM of the Company.
- 6.1.6 Any motions or nominations for discussion at the AGM may be submitted to the Secretary by any fully paid up member of the Company at the time of notification, and not less than seven (7) days before the AGM. All motions and nominations received shall be sent out to the membership not less than one week before the AGM.
- 6.1.7 The AGM shall elect a Members Committee as defined in Clause 4.1 and shall receive a report from the outgoing Members Committee including an audited statement of accounts, where such audit has been conducted by a person who is not a member of the Company, and who is appointed by, and is in the reasonable opinion of the Members Committee a suitable person to carry out such a financial audit.
- 6.1.8 The AGM will request nominations in order to elect the next years' Members Committee. If any post is contested a secret ballot shall be held at the AGM to determine the successful candidate(s). The quorum shall be seven for the purposes of electing a Members Committee (in order to ensure that the Company is not left without a Members Committee).
- 6.1.9 The winner shall be the candidate with the greatest number of votes, as verified by at least two members of the incumbent Members Committee.
- 6.1.10 In the case of an equality of votes between the topmost candidates, all other candidates shall drop out and a second election shall take place. If a second election produces an equality of votes between the top placed candidates, a method of chance (e.g. a coin toss or series of coin tosses) shall be used to determine the outcome.

## 6.2 **Members Committee Meetings**

- 6.2.1 Members Committee Meetings shall be arranged on a regular basis, and there shall be not less than eight meetings a year, one of which will be the AGM. The minutes of the previous meeting will be made available the week before the date of the meeting. All of the Members Committee members will be expected to attend, and where required, vote. The meeting will be considered quorate with four members, or greater than one half of the Members Committee members, whichever is the lower figure, in attendance.

### **6.3 Extraordinary General Meeting**

- 6.3.1 An EGM can be proposed by any member of the Company.
- 6.3.2 The EGM can only be held if said proposal is supported by ten members or one third of the current membership, whichever is the lower figure.
- 6.3.3 The EGM will be held within one calendar month of the motion to hold being carried.
- 6.3.4 All members will be notified of the EGM and its agenda no later than 14 days before the date of the meeting.
- 6.3.5 The EGM will only deal with the matter for which it was called.

### **7. Finance**

- 7.1 The funds of the Company shall be applied solely in furthering the aims and objectives of the Company, as defined in Clause 2.
- 7.2 The funds of the Company, including members' subscriptions, donations, box office income, and bequests, shall be paid into an account operated by the Members Committee in the name of the Company, at such bank as the Members Committee shall from time to time decide. All cheques drawn on the account must be signed by two members of the Members Committee.
- 7.3 No member of the Company shall receive payment directly or indirectly for services to the Company, or for other than legitimate expenses incurred in its work. All legitimate expense claims should be supported by receipts, and where a receipt is not available, the Treasurer may sanction payment, but must report such payments at the next Members Committee Meeting.
- 7.4 No expenditure shall be incurred by any member of the Company without the authority of either the Treasurer, or if the Treasurer is not available, a member of the Members Committee. Where a Director is in possession of a budget agreed by the Members Committee for a specific production, then expenditure related to that production only, can be sanctioned by the Director. All accounts shall be sanctioned by the Members Committee.
- 7.5 Within two calendar months after the final performance of a production by the Company, the Treasurer, on behalf of the Members Committee shall prepare or cause to be prepared a full statement of the receipts and expenses of said production, and the same shall be open for the inspection of members at such time and place as the Members Committee shall decide.
- 7.6 The financial year of the Company shall commence on 1<sup>st</sup> September each year, and an annual profit and loss account and balance sheet for the previous year shall be prepared by 1st October each year, or no later than the date of the AGM, whichever is the later.

7.7 Financial records will be held by the Treasurer, and be available for examination by any bona-fide member or relevant statutory body upon request.

7.8 All monies due and owing to the Company, including membership subscriptions, shall be recoverable at law in the name of the Treasurer.

## **8. Amending the constitution**

8.1 No alteration to the Constitution shall be made except at either an AGM, or EGM, nor unless twenty one (21) days prior to such a meeting, a written notice of the proposed alteration or of one substantially to the like effect shall have been given to the Secretary, who shall give fourteen (14) days notice thereof to the Trustees, and the membership of the Company. The resolution embodying such proposed alteration shall in the first instance need to be carried by a majority of at least two thirds of the members present and voting at an AGM, or EGM. Thereafter the proposed change will require ratification by the Trustees (acting reasonably), either in a Trustees Meeting, or by written consent. No proposed change to the Constitution shall be binding on the Company until the process described in this Clause 8.1 has been satisfactorily completed.

8.2 The Members Committee, and Trustees Committee, shall have power to decide any questions arising out of this Constitution and (where applicable in the case of the Trustees) all other matters connected with the Company (other than and except those which can be dealt with only by the Company at the AGM, or an EGM, and make maintain and publish all necessary orders regulations and bye-laws in connection therewith.

## **9. Dissolution**

9.1 A motion to dissolve can only be made at an AGM or EGM

9.2 A proposal to wind up must be agreed by two thirds of the voting membership, in order to be carried.

9.3 If the Members Committee, or Trustees Committee, decides that it is necessary or advisable to dissolve the Company, it shall call an EGM of all members of the Company, giving not less than twenty one (21) days' notice, stating the terms of the resolution to be proposed. If the proposal is confirmed by a two thirds majority of those present and voting, the Members Committee shall have power to realise any assets held by or on behalf of the Company. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other institution or institutions having objects similar to the Company, as the members of the Company may determine or failing that shall be applied for some other charitable purpose. A copy of the final statement of accounts, or account or statement, for the final accounting period of the Company, must be presented to the Members Committee

9.4 If Company resources include unused grant or sponsorship, then the grant making or sponsorship body or bodies will be informed.

- 9.5 If any members can show willingness to continue work compatible with the Company's objectives in a properly constituted manner, then any resources, after settlement of debt, and return of unused grant and sponsorship, shall be given to them for that work, upon condition that they include this winding up section, in its entirety, for their own constitution.
- 9.6 If no members are willing to continue the work of the Company, then resources will be given to an existing project compatible with the Company's aims and objectives.
- 9.7 If no group can be found compatible with the Company's objectives, then the Company's resources will be donated to a charity to be agreed by simple majority at the dissolution EGM or AGM.

## **10. Equal Opportunities**

- 10.1 The Company will conduct its business in a way that respects others. The Company is committed to equality of opportunity, and opposes all forms of discrimination against people because of their age, race, religion, culture, disability, ethnic/national origin, gender, sexual orientation, and marital status.
- 10.2 The Chair will ultimately be responsible for ensuring that Company activity (including rehearsals, Members Committee Meetings, and social events) conform to this statement. The Director of any production should ensure rehearsals conform to this statement, or seek the advice of the Chair if they do not.

## **11. Health & Safety**

- 11.1 Health and safety is the responsibility of all members of the Company, and any member who becomes aware of a health and safety issue concerning the Company, must where reasonably possible and safe to do so, negate or isolate the risk, and in all cases must report it immediately to a member of the Members Committee.
- 11.2 The Members Committee shall have a standing agenda item covering health and safety issues, and shall nominate one member of the Members Committee to be responsible for reporting on, and for organising the making good of health and safety issues on behalf of the Company. The Members Committee will review health and safety at each Members Committee Meeting.