

**Malborough Amateur Dramatic Group**

**Or;**

**“MAD Group”**

**Constitution and Rules**

**Adopted at the Annual General Meeting on 23/04/24**

<b>Name</b>	<b>Signature</b>

**Contents:**

1. Definitions
2. Name of the Group
3. Main objects of the Group
4. Membership
5. Subscriptions
6. Resignation, suspension and expulsion
7. Confidentiality
8. Appointment and removal of Officers
9. Management of Group
10. Powers of Committee
11. Committee may delegate
12. Committee's expenses
13. Annual General Meeting
14. Extraordinary General Meetings
15. Voting at meetings
16. Productions
17. Finance
18. Dissolution
19. Miscellaneous matters

## **(1) Definitions**

These definitions apply unless the context requires a different interpretation:

“Accounting Year”	means the year ending on 31st March, the date to which the accounts of Group will be prepared.
“AGM”	means the Annual General Meeting of the Group.
“Bursary”	means payment of a sum of money to a member or former member to help them study drama or a related subject.
“Group Address”	means the home address of the Chair for the time being or as otherwise agreed by the Committee.
“Committee”	means the Committee consisting of Officers and Members elected or nominated to operate and manage the Group.
"Confidential Information"	means all information about the Group and the Members but does not include information that it is reasonably necessary to disclose to a person in the usual course of dealing so far as that information is disclosed in those circumstances. It includes among other things: information about members, their personal contact information and businesses, Group’s future plans and policies. It includes information about the Intellectual Property.
“EGM”	means an Extraordinary General Meeting of the Group and includes any meeting other than an AGM.
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions.
"Member"	means any person who has taken part in any Group Production within the past 24 months or who

	currently fulfils any other active and/or recognised role in the Group.
"Membership"	means membership of the Group as set out in the Rules.
"Mutual Organisation"	means that the group will raise funds from Members and others in order to fund its main objects.
"Not for Profit"	means that surplus funds generated by the Group's activities shall not be distributed to Members.
"Officer"	means the holder of any titled office of the Group.
"Rules"	means the rules/conditions of continuing membership/bylaws of the Group as set out in this constitution document as amended from time to time.

**(2) The Name of the Group is:**

**THE MALBOROUGH AMATEUR DRAMATIC GROUP**

or;

**MAD GROUP**

**Address:** 27, Collaton Road, Malborough, TQ7 3SN

**(3) The Main Objects of the Group are:**

- 1) To promote the amateur production of plays pantomimes operas and operettas and other works suitable for stage production in the South Hams of Devon.
- 2) To raise funds whether by way of events and activities of a fund-raising nature such as fairs, fetes and raffles, competitions and appeals or by way of ticket sales for performances.
- 3) To hire halls, theatres and other venues suitable for the productions described above.
- 4) To find and invite amateur stage performers and professional stage performers to give their services free to the productions mounted by the Group.
- 5) To make arrangements for make-up, costumes and sets appropriate for the production and the making of arrangements for their storage and safekeeping.
- 6) To secure such licences as may be required for the production of stage plays and operas and ancillary matters.
- 7) To provide educational facilities and materials to inform people in the locality about productions.
- 8) To undertake such other activities as may promote the above objects, including the liaison and co-operation with similar associations which could benefit the Group and its members.
- 9) To pay Bursaries to members who have in the judgement of the committee made a positive contribution to the Group over a number of years and who wish to undertake further studies or training in subjects which are closely or generally related to drama.
- 10) To raise or collect money for charities by way of specific fund-raising activities or collections at productions.

## **(4) Membership**

### **1) Membership shall be open to any person who:**

- a) Lives in or around the general area of the South Hams; and is interested in taking part in any way in productions of the Group or in contributing in some other way to the Group.
- b) It is a condition of Membership that a Member shall at all times comply with the Rules of the Group and promote the interests and objects of the Group.
- c) A Member cannot transfer Membership to any other person.
- d) Any person joining the Group confirms that they will comply with these Rules.
- e) The Committee reserves the right to reject or accept the application for membership of the Group.
- f) No Member shall receive any form of remuneration from the Group by way of dividend, bonus or otherwise by way of profit. This does not prevent a member receiving reasonable and proper remuneration for any goods or services supplied to the Group.
- g) In case of dispute the Committee shall decide whether any individual is or is not a Member. The Committee shall put its decision and grounds for the decision in writing within 14 days, and the individual in question may appeal the decision within a further 14 days. The Committee shall consider the appeal within a further 14 days, and their decision in this case will be final.

### **2) Members under 16 years of age are:**

- a) Not eligible to vote in General Meetings, and
- b) May not be proposed for election to Committee Positions.

## **(5) Subscriptions**

- a) Payment for Membership is by weekly subscription payable by all cast members during rehearsals for a Production.
- b) Subscriptions shall be determined by the Committee from time to time. As at November 2023 subscriptions are £2.50 per person per week.
- c) Subscriptions are due each week on arrival at rehearsal.

## **(6) Resignation, suspension and expulsion**

- a) A Member may resign from the Group by informing the Secretary in writing including electronically of their intention to do so. Their resignation will take effect immediately.
- b) The Committee has the power to suspend (for a period not exceeding twelve months) or expel any Member who infringes any of these Rules or whose conduct is in the Committee's opinion harmful to the good name of the Group or renders them unfit for Membership.

- c) No Member shall be suspended or expelled without first being given the opportunity to be heard and to defend themselves before the Committee.
- d) Suspension or expulsion shall not be permitted without a vote of at least 75 % of the members of the Committee present at the Committee Meeting.
- e) If a Member who is also an Officer or Committee Member chooses to resign or is suspended or expelled in accordance with these rules then the Officer or Committee Member role held shall be terminated simultaneously.
- f) Expulsion shall be permanent.

## **(7) Confidentiality**

### **(1) Each Member agrees and undertakes that they will:**

- a) not remove from the Group's premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information except as may be necessary in the course of their work for the Group;
- b) in respect of any part of the Confidential Information of the Group, from today until the expiry of five years from the date of termination of the Membership, keep it secret and not divulge or make it known to anyone nor use it for the benefit of themselves or any other person.

### **(2) These confidentiality clauses does not apply to disclosure:**

- a) made with the consent of the Officers or under the authority of the Committee or by order of the court.
- b) of information or knowledge which comes into the public domain otherwise than as a result of their default.
- c) as may be necessary in the course of their work for the Group.

## **(8) Appointment and removal of Officers and Committee Members**

- a) The Committee shall be made up of a minimum of 3 members, including all of the officers.
- b) The Officers shall be the Chair, the Secretary, and the Treasurer.
- c) Any Member above the age of 16 may be a Committee member, nominate a member (including themselves) and may vote to appoint a Committee member.
- d) Each office holder shall be appointed by a vote at the AGM.
- e) Office holders and committee members shall hold office until the conclusion of the following AGM.
- f) To nominate a Committee member, a Member shall write to the Secretary to state their wish and nomination. They must do so at least 2 days before a general meeting. The Committee shall present that nomination at the general meeting.

- g) At the general meeting, a vote shall be taken on the appointment to the Committee of each nominated Member. The Members polling the highest number of votes shall be appointed as Committee members. No Member shall vote for their own appointment.
- h) Additional Committee Members may be appointed and removed by the Officers as and when needed. These will typically but not necessarily include the director and/or other members of the production team for Group Productions.
- i) No Officer or Committee Member shall receive any remuneration from the Group.

## **(9) Management of the Group**

- a) Subject to a vote of the Members in general meeting, the management and control of the Group shall be vested in the Committee which shall meet as required to organise the Group.
- b) The quorum for all Group meetings may be fixed from time to time by a decision of the Committee, but it must never be less than **Five** for consideration of:
  - i. Any matter proposed in general meeting
  - ii. Any decision as to whether an individual is or is not a Member;
  - iii. Consideration of the possible suspension or expulsion of a member, and;**Three** for all other committee business.
- c) A decision of the Committee on any of the following matters must be ratified by a vote of at least 75 % of the Members in general meeting to:
  - i. Change the Rules or Constitution of the Group;
  - ii. Buy any real property for the use of the Group;
  - iii. Dissolve the Group.

## **(10) Powers of Committee**

The Committee's powers shall include, but not be limited to:

- a) Filling any vacancy on the Committee from among existing Members until the next AGM;
- b) Appointing such sub-committees as they believe necessary. Any sub-committee so appointed shall be accountable to the Committee whose Officers shall, subject to a vote of the whole membership, be responsible for making final decisions;
- c) Retaining and holding property of the Group;
- d) Opening and operating bank accounts in the name of the Group;
- e) Holding all money coming into the Group and to deposit into the bank account of the Group;
- f) Taking out insurance to cover Productions, Committee members and the Group against any risk or loss;
- g) Buying goods and services to work on a Production;



- h) Implementing reasonable and proportionate policies and practices as are considered necessary to effect compliance with relevant statutory and other governance requirements.
- i) Taking any other lawful action to promote the objects of the Group.

### **a) Committee may delegate**

- a) Subject to the Rules, the Committee may delegate matters to any person or sub-committee, as they decide:
  - i. by whatever means
  - ii. to whatever extent
  - iii. on whatever terms as they think fit
- b) The Committee may revoke any delegation in whole or part, or alter its terms and conditions.

### **(11) Committee's expenses**

The Group may (but is not compelled to) re-imburse a Committee member for payments reasonably made by him in the course of discharging his responsibilities to the Group.

### **(12) Annual General Meeting**

- a) The AGM of the Group shall be held by May 31<sup>st</sup> each year for the purpose of:
  - a. receiving the reports of the Committee and any sub-committees in relation to the Group's activities;
  - b. receiving and if thought fit approving the accounts in respect of the preceding financial year;
  - c. electing the Officers of the Group;
  - d. dealing with any other general business of the Group.
- b) Each Member shall be entitled to receive 14 days notice of an AGM.
- c) The notice shall state the date, time and place of the meeting, and proposals to resolve the matters set out in this rule.
- d) Notice of an AGM shall be satisfied by the placing of a message or notice on the Group's website or Facebook page at least 14 days prior to the proposed meeting date.
- e) A Member may raise any matter at the AGM, provided that he has given 7 days notice to the Committee to that effect or with the consent of the Chair. Notice to the Secretary by email shall be sufficient for this purpose.

### **(13) Extraordinary General Meetings**

- a) An EGM shall be convened by the Committee within 21 days of receipt by it of a direction by the majority of Officers or of a requisition signed by at least five of the Members of the Group.
- b) No EGM shall take place without giving 21 days' notice of the meeting to the Members.

- c) The notice shall state the date, time and place as well as the purpose of the meeting.

#### **(14) Voting at meetings**

In the event of equality of votes for and against a matter, the chairman shall have a casting vote.

#### **(15) Productions**

The procedure for Productions shall be as follows:

- a) The Committee shall agree procedures to decide the title, date, venue, list of participants, technicians, instruments, rehearsal schedule and other matters related to the Production.
- b) Only Members are allowed to participate in the Production.
- c) The Group may make joint Productions in association with other dramatic society, musical group or other organisation.

#### **(16) Finance**

- a) The Accounting Year of the Group shall run from 1<sup>st</sup> April to the following 31<sup>st</sup> March.
- b) The Group shall open bank accounts as appropriate in the name of the Malborough Amateur Dramatic Group, or MAD Group.
- c) All membership fees and other money received shall be deposited in the Group's bank accounts.
- d) Every cheque drawn or electronic payment made from the Group's bank account by the Treasurer shall also be signed or electronically approved by the Chair or the Secretary, or by such other Officers as may be authorised by the Committee.
- e) The Treasurer shall keep proper accounts of the Group.
- f) Appropriate audit procedures shall be agreed by the Officers and Committee annually.

#### **(17) Dissolution**

- a) The Group may be dissolved by a resolution passed by no less than 75% of Members present and voting at an EGM convened for that purpose.
- b) Any surplus assets or funds remaining after settlement of the Group's liabilities shall be distributed between other amateur dramatic associations or other charitable groups operating generally within and around the South Hams of Devon.
- c) In the event that the Group be dissolved no member or committee member shall have any liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

**(18) Miscellaneous matters**

- a) Each Member undertakes to provide to the Group their current land address, e-mail address, and telephone number together with any other information that may be required for communication.
- b) In any case where any part or provision of these Rules is held to be unlawful, void or unenforceable, then that part or provision shall be deemed to be removed from the Rules so as to leave valid and enforceable the remainder of the Rules.
- c) Any communication to be served on the Group or to the Members shall be delivered by hand or sent by first class post or recorded delivery or electronically by email. It shall be deemed to have been delivered:
  - a. if delivered by hand: on the day of delivery;
  - b. if sent by post to the last notified address: within 72 hours of posting;
  - c. if sent by e-mail to the address from which the recipient has last sent e-mail; within 72 hours if no notice of non-delivery has been received by the sender
- d) In the event of a dispute between one or more members and the Group all parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.