

## FAOS MUSICAL THEATRE GROUP CONSTITUTION

(JULY 2016 REVISION)

### GENERAL

1.1 The name of the Group shall be 'FAOS Musical Theatre Group' (the Group).

1.2 The Group shall be affiliated to the National Operatic and Dramatic Association.

1.3 The Group may form subsidiary groups, such as a junior section, provided a resolution has been passed to that effect by the members in General Meeting. Each such group may have its own Constitution but nothing in that Constitution shall conflict with the Rules as set out in this Constitution, which will remain the governing authority of such group or groups.

### OBJECTS

2. The objects of the Group shall be to promote, improve, develop and maintain public education in and appreciation of the art and science of music in all its aspects by the presentation of public concerts and recitals and by such other ways as the Group through its Committee shall determine from time to time.

### CONSTITUTION

3.1 The officers of the Group shall be as follows: Chairman, Vice Chairman, Secretary, Treasurer, Business Manager, Technical Manager and Publicity Manager.

3.2 A President shall be appointed by invitation of the Committee. Correspondingly, the Committee shall be entitled in writing to request the resignation of the President and, if this is not forthcoming within such period as the Committee deem reasonable, the Committee shall have power to declare the office vacant.

The President shall be entitled to receive notice of and attend all meetings of the members and to speak but not to vote unless

3.3 The appointment of every officer shall be deemed to be honorary, with power for the Committee at any time and from time to time to grant to officers sums by way of reimbursement of cash outlays or otherwise in respect of expenses incurred or to be incurred. The duties of each officer shall be such as the Committee shall from time to time determine.

3.4 The Group shall be managed by a Committee consisting of the above-mentioned officers and six further members.

3.5 The officers and other Committee members shall retire at the Annual General Meeting (but be deemed to remain in office until their successors have been duly elected). All shall be eligible for re-election.

3.6 The Chairman shall serve a term of three years after which a new Chairman shall be elected. If no-one is prepared to stand for election, then the out-going Chairman shall be permitted to stand for re-election for a further and final year'

## VICE PRESIDENTS

4.1 The Group may have an unlimited number of Vice-Presidents. The Committee may invite any suitable person to become a Vice-President on the footing of his or her general interest in the activities of the Group and of his or her paying an annual contribution of an amount to be recommended from time to time by the Committee.

4.2 A Vice-President shall be deemed an honorary member of the Group, entitled to receive general literature distributed to members but not entitled to attend general meetings except by special invitation. Such invited attendance shall not carry any right to vote upon Group business other than proposals intended for express consideration by the Vice-Presidents as a body.

## SECRETARY

5.1 The Secretary shall be deemed to be the general administrative officer of the Group and shall act in compliance with the general instructions of the Chairman or Committee.

5.2 No business or correspondence other than that of a routine nature shall be conducted by the Secretary without reference to the Chairman or Committee provided that it shall always be open to the Committee to delegate to the Secretary for unilateral action such categories of Group business as the Committee may from time to time direct.

5.3 The Secretary shall keep such minutes of Committee and General Meetings as may be necessary to constitute an adequate record of all business transacted thereat.

5.4 All correspondence received and copies of letters sent on behalf of the Group, all Minute Books, records and other papers of the Group shall be deemed to be the exclusive property of the Group and shall be handed over in accordance with instructions in that behalf given at any time by the Committee.

6.1 The Treasurer shall be the general financial officer of the Group. As such, he or she shall keep proper and accurate records of all moneys received on behalf of the Group and of all expenses and other disbursements made out of Group funds. Such records shall be strictly in accordance with current established modes of book-keeping and such as to enable the Independent Examiner for the time being to execute his or her duties without undue difficulty.

6.2 Suitable accounts in the name of the Group shall be maintained at such bank or banks as the Committee may from time to time decide. The Committee may also authorise the placing of any funds of the Group in any investments the Committee may from time to time select and which are in accordance with the Summary of the Schedule of Authorised Investments as issued by the Charity Commissioners from time to time. The operation of every such bank account or investment shall be entrusted to the Treasurer, Secretary, Business Manager and Chairman for the time being of the Group who shall be deemed to be trustees on behalf of the Group acting under the directions of the Committee. In relation to such operation, the signatures of any two of the before mentioned officers shall, where possible, suffice.

6.3 It shall be the duty of the Treasurer in connection with the annual Examination to furnish to the Independent Examiner proper vouchers in respect of all moneys laid out on behalf of the Group. In

default of such vouchers or adequate explanation for their absence, the Treasurer may be held personally liable to make good to the Group the amount of alleged payments for which he is unable to produce a proper voucher or explanation.

6.4 All account books and records relating to the Group's finances, bank statements and other banking documents (including cheque stubs), cheque books, vouchers and papers in any way relating to the Group's finances are to be deemed to be solely the property of the Group and shall be handed over to the Committee at any time. At the same time, the Treasurer shall account for and hand over all cash of the Group in his possession.

#### MEETINGS OF MEMBERS

7.1 An Annual General Meeting shall be held in each calendar year not later than four months following the close of the Group's financial year. 7.2 The business of the Annual General Meeting shall be as follows:

- .1 To receive the Minutes of the previous AGM '
- .2 To receive the Secretary's report in respect of the previous year
- .3 To receive the Treasurer's report and the Balance Sheet and Accounts the previous year of
- .4 To elect the officers and other Committee members for the ensuing year
- .5 To elect an Independent Examiner for the ensuing year
- .6 To conduct such further business as the Chairman of the Meeting be may in his discretion decide, provided that no business may be transacted which by these Rules requires particular notice unless the particular notice shall have been given.

7.3 An Extraordinary General Meeting of the Members shall be convened by the Secretary whenever so directed by the Committee.

7.4 An Extraordinary General Meeting shall also be convened by the Secretary upon receipt of a requisition in writing signed by not less than twelve members and expressly stating the business of the Meeting.

7.5 Not less than seven clear days notice shall be given to members in respect of any Extraordinary General Meeting. In the case of such meeting convened pursuant to Rule 7.4, the time therefore shall not be more than twenty-one days after receipt by the Secretary of the requisition.

7.6 The quorum for all General Meetings shall be fifteen members personally present. Unless such quorum be present the meeting shall not proceed to any business save the formal adjournment thereof.

7.7 At General Meetings the chair shall be taken by the Chairman of the Group for the time being. If the Chairman is unable to be present, the chair shall be taken by any member of the Group nominated for the purpose by the Chairman. In the absence of such nomination or if the Chairman so nominated fail to appear by the expiration of fifteen minutes from the time appointed for the meeting, the members present shall elect from among their number a Chairman for the meeting (

who shall nevertheless concede place to the Chairman of the Group or person nominated by him on eventual arrival).

7.8 At General Meetings, voting shall be by show of hands, every member present having one vote and, except as provided by these Rules, a simple majority of votes shall prevail. A declaration by the Chairman of the Meeting as to the passing or rejection of a resolution shall be conclusive. In the event of equality of votes, the Chairman of the Meeting shall have a second or casting vote.

7.9 Except as otherwise provided in these rules, the length of notice for the calling of any General Meeting shall be not less than fourteen not more than twenty-eight days

## MEMBERSHIP

8.1 Membership of the Group shall be deemed to be open to any person supporting the Group's objects and desirous of furthering the same by duly completing the membership application form for the time being in use and, if admitted, paying the requisite subscription.

8.2 Every application for membership shall be submitted for approval by the Committee which may, in its discretion, refuse to accept the application without assigning any reason. An applicant who is aggrieved by such refusal may, by notice in writing to the Secretary, require that his or her application be referred to the next convenient general meeting of \*the members. The aggrieved applicant shall be entitled to attend such meeting for the purpose only of stating his case.

8.3 With a view to avoiding difficulty in relation to the scope of the Group's activities, and to the performing and other facilities available to the Group for the time being, the Committee may from time to time stipulate the maximum number of members. Thereafter no application for membership shall be processed until vacancies within the prevailing list shall have occurred or the Committee shall have extended the prevailing limit. Applications for membership received while such limits were operative shall thereafter be dealt with strictly in the order in which they were received by the Secretary.

8.4 At any time and from time to time the Committee may decide that the membership of an existing member should, for any reason considered by the Committee to be sufficiently weighty, be terminated. On the notification of such decision to the member concerned, he or she shall thenceforth be excluded from all activities of the Group without return of subscription or part thereof, provided that a member aggrieved by such decision may, by notice in writing to the Secretary, require that the matter be referred to the next General Meeting of the members. The aggrieved member shall be entitled to attend such meeting for the sole purpose of stating his or her case but shall otherwise be excluded therefrom.

8.5 Membership of the Group shall normally be taken to require active participation in the Group's programme in an acting or allied capacity. Members who have taken part in Group productions in acting or allied capacity and who have decided. to retire from such involvement shall nevertheless be entitled to continue their membership. Membership be extended to such other persons as the Committee may from time to time determine. In relation to such members as are mentioned in this rule it shall be open to the Committee to prescribe such conditions as to attendance and voting at general meetings and in other respects as the Committee may think fit.

8.6 Admission to membership of the Group shall be conditional upon the applicant satisfying the requisite standard as to potential musical and acting ability of the Group's admission test for the time being in applicant satisfying the requisite standard as to potential musical and acting upon the that this rule need not be enforced in relation to an applicant whose declared intention in joining the Group is to be active in a field other than stage performance.

## FINANCIAL

9.1 The financial year of the Group shall be the twelve months commencing 1st April in each year. The Committee may from time to time change the financial year without the necessity to follow the procedure laid down for alteration of these Rules.

9.2 Within three months of the end of each financial year of the Group the Treasurer shall arrange for the Accounts of the Group for the preceding financial year to be Independently Examined by the Independent Examiner in accordance with the requirements of The Charity Commission from time to time for the Independent Examination of the accounts of a Registered Charity irrespective of whether the gross income of the Group is below the threshold whereby an Independent Examination is a statutory requirement.

9.3 The annual subscription payable by each member shall be such amount as may from time to time be recommended by the Committee and ratified by the Annual General Meeting.

9.4 The subscription shall be due from every person who is a member on the 1st April each year, or other commencing date of the financial year. Notification of resignation after the said date shall not exonerate the member from payment of the current subscription. If a new member joins the Group after the commencing date of the financial year but before the end of that calendar year, (e.g. between 1<sup>st</sup> April and 31<sup>st</sup> December) then the full current membership subscription is payable. If the new member joins after the start of a new calendar year but before the expiry of the current financial year, (e.g. between 1<sup>st</sup> January and 31<sup>st</sup> March) then the subscription paid shall be deemed to apply to the rest of that financial year and the following financial year. The subscription continues to be payable even if a member takes no part in a particular production or series of productions'

9.5 In addition to the annual membership subscription there shall be payable by every member selected for and accepting inclusion in a production a contribution, (a Show Levy), of such amount as shall from time to time be agreed by the Committee.

9.6 The Committee shall have power from time to time, in the event that financial or other circumstances appear to justify the action, to raise additional funds by a special levy on each member of such amount as the Committee may decide provided that if the Committee's proposal is defeated by a simple majority at an Extraordinary General Meeting (or at the Annual General Meeting if the matter be dealt with thereat), the Committee's decision shall be deemed annulled.

9.7 If in connection with any production of the Group, any moneys are due from any member, the same shall be payable to the Treasurer before the start of the production

9.8 Not later than three months after the close of any production of the Group, the Treasurer shall prepare and submit to the Committee a full statement of the receipts and expenses of the production and if so required shall produce vouchers covering the expenses. Such statement shall be available to members at such suitable place and time as the Committee may decide.

9.9 Any member whose subscription remains unpaid at the end of three months from the commencement of the financial year may, following a warning in writing of the Committee's powers in this respect, by resolution of the Committee be suspended from membership for such period as the Committee may decide, or, alternatively, in the discretion of the Committee, be excluded from membership altogether.

#### SELECTION OF WORKS FOR PRODUCTION

10. No work shall be accepted for production unless approved by the members in general meeting. The Committee shall propose the work or works to be submitted for such approval.

#### PRODUCTIONS - GENERAL

11.1 The Committee shall appoint the Director and Musical Director for every production undertaken by the Group. No particular procedure is prescribed for such appointments, it being understood that the Committee for the time being will be obliged to operate in the light of the circumstances prevailing at the time.

11.2 General control of a production shall be entrusted to a Production Team (the Team) consisting of the Director, the Musical Director, the Production Manager, the Stage Manager, Assistant Stage Manager and such other persons directly involved with the production as the Committee may in respect of each individual production appoint or the Team co-opt. The Team is intended to act as a team and not as a sub-committee. In particular, decisions shall be the subject of consensus, not majority voting. Any disagreement between members of the Team shall be referred to the Committee for decision.

11.3 Subject to Rule 11.2, the general control of a production shall be deemed to be in the hands of the Director, save that the Musical Director (in genet consultation with the Producer) shall be responsible for the conduct o of musk rehearsals of principals, chorus and orchestra and generally achieving as high a musical standard as possible.

11.4 For the removal of doubt, it is hereby declared that a prospective new member may be invited to attend the initial rehearsal or run-through of a production without having previously applied for membership. 11.5 Acceptance by a member of a role in or as a member of the chorus for a production shall be deemed to imply acceptance of the following obligations, namely:

.1 Reasonable attendance at and participation in rehearsals

.2 Compliance with the directions of the Producer and Musical Director at rehearsals and performances

.3 General co-operation with and loyalty to the Team and other members of the cast and avoidance of any act or thing which might risk the creation of disaffection of or create a disturbing atmosphere among the cast.

11.6 The Secretary shall arrange for a rehearsal attendance record to be kept of every member selected for a production. Erratic attendance on the part of a member shall entitle the Committee to debar the member from further participation in the production provided that such power shall not normally be invoked until after due warning shall have been given to the member. Notwithstanding

the foregoing, any member who is absent without sufficient cause from three consecutive rehearsals for a production may, at the discretion of the Committee, be deemed to have resigned from the cast whereupon the Committee shall (with the cooperation of the Casting Committee) arrange for the vacancy thereby created to be filled by another member.

11.7 Rehearsal arrangements shall, for the general convenience of members, as far as possible conform to the generally accepted pattern within the Group. Subject thereto, cast and chorus shall comply with the rehearsal requirements of the Producer and Musical Director in relation to their respective roles.

11.8 The Group is a private association of members and accordingly no non-member nor other unauthorised person shall be permitted to attend rehearsals nor to be anywhere backstage during a production without the express permission of the Producer, Stage Manager or other officer of the Group for the time being in charge.

#### PRODUCTIONS - CASTING/AUDITIONING

12.1 An Audition Panel, comprising not more than twenty nor less than five persons, shall be elected annually by the Group in general meeting. Nomination for such a Panel may be made by the Committee or any member provided that a nomination by a member shall be duly seconded before submission to the meeting.

12.2 A member seeking to be included in the cast of a production as principal or member of chorus, shall make application in the prescribed form, indicating the role or roles for which he or she wishes to be considered and on payment of any Audition Fee, of such an amount as shall from time to time be agreed by the Main Committee shall submit himself or herself for audition before a Casting Committee, which shall specify the singing and acting elements to be undertaken for the purpose of such audition. With the approval of the main Committee, the Casting Committee may, in relation to any particular production, dispense with the audition of prospective chorus members.

12.3 A person who is not currently a member may make application, in the prescribed form outlined in Rule 12.2, to audition for a role or roles in a production provided that they pay any Audition Fee for the time being in force. Their audition for a part or parts, which should include both musical and acting elements, may be taken as their admission test for membership of the Group and, if successful in being awarded a part, they must then pay the current membership subscription.

12.4 Such Casting Panel shall consist of the following: as Chairman, the Chairman of the Group for the time being, Director, Musical Director, two members of the Auditioning Team nominated by the main Committee and or any other person who it is considered, in the interest of the Group, could bring expertise and benefit on a particular aspect of the production. A member of the Auditioning Team intending to apply for inclusion in the cast of the production in view shall not be eligible for nomination to the Casting Committee therefore. If the Chairman is unable or unwilling to act, his role shall be undertaken by such other person as the main Committee shall nominate. The same members of the Casting Committee that conduct the main auditions for a particular production should conduct any other auditions for that production that may be considered necessary.

12.5 If, within fifteen minutes of the time appointed for an audition, a member of the Casting Committee shall not have arrived, those members present shall (in consultation with any members of the main Committee present) nominate, in place of the absent member, such other person as

they may decide who shall continue to act throughout the audition notwithstanding the arrival of the original member.

12.6 Subject to the next following rule, the decision of the Casting Committee as to the selection of the cast for any production shall be final.

12.7 If any question should arise regarding:

1. The ability of a member (notwithstanding nomination for a principal part by the Casting Committee) to achieve an acceptable level of performance in such part

- 2 Selection of the chorus, where the number of applications is in excess of the requirements of the particular production

- 3 Any other question concerning the casting arrangements for a production,

The same shall be decided entirely by the main Committee who may require such additional audition or other casting arrangement as the main Committee may think fit to the intent that the ultimate authority for the entire casting arrangements for a production shall be the main Committee.

#### COMMITTEE PROCEDURES AND POWERS

13.1 A meeting of the Committee shall be convened by the Secretary not more than 21 days following the Annual General Meeting. Thereafter, such meetings shall be held as the Chairman may decide. In the event of infrequency of Committee meetings, the Secretary shall convene a meeting within 14 days of receiving a requisition to that effect signed by not less than one-third of the members entitled to receive notice of and attend Committee meetings.

13.2 At Committee meetings, six members personally present shall be a quorum.

13.2 The chair shall be taken by the Chairman for the time being of the Group. If he be not present within fifteen minutes of the time appointed for the meeting, the meeting may elect one of their number to take the chair until the Chairman shall appear. Business transacted under the chairmanship of such ad hoc chairman shall be as valid and effectual as if the Chairman had been present.

13.4 Resolutions of the Committee shall be carried by simple majority but in the event of equality of votes, the Chairman shall have a second or casting vote.

13.5 In the event of a casual vacancy occurring, the Committee may elect a person to fill the same until the next Annual General meeting when such person shall retire (but be eligible for re-election).

13.6 The Committee may from time to time appoint one or more sub-committees charged with a particular task or function for which the whole Committee would be inappropriate. Any such sub-committee may consist of Committee members, ordinary members or one or more of each. The Committee shall have power to disband any sub-committee at any time.

13.7 The Committee shall further have power to co-opt on to the Committee or any sub-committee any person (whether a member of the Group or not) having particular qualification of which it would



be in the interest of the Group to benefit, with power for the Committee to terminate such co-option at any time

13.8 In the event that the Independent Examiner elected in accordance with Clause 7.2.5 of the Constitution shall be unable or unwilling to fulfil their role as Independent Examiner, the Committee may elect a suitable person to fulfil the same until the next Annual General Meeting, when a new election shall take place.

13.9 The ultimate authority within the Group shall be that exercised by the members in General Meeting. Subject thereto, the Committee shall be entrusted with the general control of the Group's affairs and its resolutions shall bind the members.

#### HONORARY VICE PRESIDENTS, HONORARY LIFE MEMBERS

14.1 If the Group shall be desirous of conferring special honorary distinction on any member, former member or other person, in consideration of exceptional services or benefits to the Group, the Group may, subject as stated below, offer to the person to be honoured appointment as Honorary Life Member or Honorary Vice President of the Group (that being the intended order of ranking of such distinctions).

14.2 No such appointment may be made, except upon the recommendation of the Committee and by resolution carried by at least two-thirds of the members present at a general meeting of which not less than fourteen days previous notice shall have been given, specifying the resolution to be proposed.

#### DISSOLUTION

15.1 Dissolution of the Group shall take place only in consequence of a resolution to that effect passed by a majority of not less than five-sixths of the members present and voting at a Special General Meeting, the notice for which shall have expressly stated the intention to put such resolution.

15.2 If a resolution for dissolution be passed, the funds of the Group remaining after all debts and expenses of dissolution shall have been met, shall be applied to such charitable purposes analogous to those of the Group as may be approved by the Charity Commissioners.

#### ALTERATION OF RULES

16.1 These Rules may not be altered except by resolution of the members in General Meeting and by the majority mentioned below.

16.2 Any proposal for such alteration shall be notified to the Secretary either by the Committee or by a group of not less than fifteen members. Upon the receipt of such notification, it shall be the duty of the Secretary within seven days therefrom to convene an Extraordinary General Meeting giving express notice of such proposal. Such meeting shall be convened for a day not less than fourteen days nor more than 21 days from the date of the notice therefore.

16.3 Following notification of such proposed alteration, any amendment thereto desired to be submitted by a member shall be notified in writing to the secretary not less than seven clear days

prior to the Extraordinary General Meeting. Unless so notified, no such amendment shall be considered.

16.4 No proposal for such alteration of the Rules shall be carried into effect unless passed by a majority of not less than two-thirds of the members attending the said Extraordinary General Meeting.

16.5 No amendment shall be made which would cause the Group to cease to be a charity in law.