

CONSTITUTION

OF

WARCKWORTH THEATRE GROUP INCORPORATED

Updated March 2021

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1. NAME

The name of this incorporated society is “Warkworth Theatre Group Incorporated”.

2. OBJECTS

The objects of Warkworth Theatre Group Inc are:

- 2.1. To encourage participation in all aspects of amateur Theatre in Warkworth and the Mahurangi region.
- 2.2. To organise local Theatre productions, workshops and seminars.
- 2.3. To encourage and support training and skill development in Theatre and run regular courses to improve standards and theatrical knowledge.
- 2.4. To promote close co-operation between members in all areas of Theatre and develop the involvement and interest of the local community in all aspects of theatre.
- 2.5. To facilitate communication and the sharing of resources between organisations providing knowledge, expertise and resources that assist Warkworth Theatre Group Inc in achieving its objectives.
- 2.6. To establish policies to co-ordinate the effective use of facilities by Members and the public and partner organisations
- 2.7. To source and allocate funds to achieve these objects.
- 2.8. To meet and promote the interests of its membership.
- 2.9. To do all such things and undertake such activities as are necessary, incidental, or conducive to the advancement of these objects.

3. POWERS

The powers of Warkworth Theatre Group Inc shall be:

- 3.1. To establish a Committee together with such sub-committees consisting of such persons (whether or not members of the society) and for such purposes as it thinks fit and to delegate its powers and functions to such groups.
- 3.2. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any rights and privileges in connection with such property and to hold, improve, manage, develop, let or lease, sell, exchange or otherwise dispose of any such property, rights or privileges.
- 3.3. To borrow and raise money in such manner as Warkworth Theatre Group Inc may determine.
- 3.4. To invest and deal with monies of Warkworth Theatre Group Inc not immediately required for the purposes of Warkworth Theatre Group Inc in such a manner as the Committee thinks fit and in particular to invest the same on mortgage or in

the purchase of real, leasehold or personal property or securities or by depositing same with any bank on interest bearing terms.

- 3.5. To determine, raise and receive monies by way of subscription, fees, levies, grants (including government funding), donation, or otherwise.
- 3.6. To employ the services of staff, on such terms as the Committee determines as appropriate, to work for and on behalf of Warkworth Theatre Group Inc.
- 3.7. To determine who may be members of Warkworth Theatre Group Inc.
- 3.8. To take or defend legal proceedings of any kind.
- 3.9. To take and effect insurance (including officers liability insurance).
- 3.10. To do all such acts or things as are incidental, conducive or subsidiary to all or any of the purposes of Warkworth Theatre Group Inc.

4. MEMBERS

Membership categories

The membership of Warkworth Theatre Group Inc (collectively called “members”) shall consist of:

- 4.1. Subscribing members (persons who have made an application to the Committee and upon acceptance shall remain a subscribing member so long as they pay the annual subscriptions as agreed at the Annual General Meeting.
- 4.2. Affiliate members. (non-participating persons with no voting rights)

Admission to membership

- 4.3. Membership of Warkworth Theatre Group Inc shall not bind members to abide by the provisions of this Constitution and decisions of Warkworth Theatre Group Inc.

Applications for membership

- 4.4. The Committee may make rules determining the procedure to be followed by any applicant for membership:
 - (a) The Committee may accept or decline an application for membership. The Committee must advise the applicant of its decision (but is not required to provide reasons for that decision).
 - (b) A formal application for Subscribing members must be made to the Committee. An applicant shall be admitted to membership of Warkworth Theatre Group Inc.
 - (c) Any person engaging in on stage or production management roles is required to be a Subscribing member of Warkworth Theatre Group Inc
 - (d) Any person assisting or supporting the delivery of Warkworth Theatre Group Inc or Warkworth Theatre Group Inc related/supporting activity as outlined in Clause 3.1 is an Affiliate member for the duration of their involvement in Warkworth Theatre Group Inc activities.

Membership

- 4.5. The Committee shall determine:
- (a) The membership fee and all other fees payable by Subscribing and Affiliate members to Warkworth Theatre Group Inc
 - (i) The Annual Membership Fee shall be approved at the AGM by a majority vote of Subscribing members.
 - (ii) There will be no reduction in membership fees for members joining part way through the year.
 - (b) The membership period will be from January to December with membership fees due to be paid to Warkworth Theatre Group Inc by 31 January each year.

Members' rights and obligations

- 4.6. Members acknowledge and agree that:
- (a) This Constitution is not a contract between each of them and Warkworth Theatre Group Inc and that they are not bound by its terms and any Regulations, By Laws, or Rules of Warkworth Theatre Group Inc accepting where they seek access to Warkworth Theatre Group Inc equipment, facilities, resources and programmes
 - (b) This Constitution, and any Rules, Regulations, By Laws, Resolutions or Policies implemented pursuant to it are reasonable and necessary for the promotion and furtherance of the objects of Warkworth Theatre Group Inc shall have no effect on the sovereignty, or daily activity of individual members
 - (c) Members are entitled to all benefits, advantages, privileges and services of membership as are conferred by this Constitution, and any Rules, Regulations, By Laws, Resolutions or Policies implemented by the Committee.

5. CESSATION OF MEMBERSHIP

5.1. Notice of Resignation

- (a) Any Member who has paid all monies due and owing to Warkworth Theatre Group Inc may resign from Warkworth Theatre Group Inc by giving one months notice in writing to Warkworth Theatre Group Inc of such intention to resign and upon expiration of that period of notice, the Member shall cease to be a Member.
- (b) Any Member who does not renew their annual subscription within three months of the due date will be consider to have resigned and the member shall cease to be a Member

5.2. Termination of Membership

- (a) If the conduct of any Member, either in or out of Warkworth Theatre Group Inc shall, in the opinion of the Committee, be injurious to the character or interests of Warkworth Theatre Group Inc, the Committee may request such Member to resign

- (b) Should a Member refuse to resign the Committee may terminate their membership if agreed by two-thirds of the Committee present. A special meeting will be called and the member will be afforded an opportunity of stating their case before the Committee

6. ANNUAL GENERAL MEETINGS

6.1. Annual General Meetings to be held

Warkworth Theatre Group Inc shall convene and hold an Annual General Meeting of its Members during the month of March in each year.

6.2. Ordinary Business

The ordinary business of the Annual General Meeting shall be to:

- (a) Confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting.
- (b) Elect new Committee members if applicable
- (c) Receive from the Committee reports upon the operation of Warkworth Theatre Group Inc during the last preceding year including the annual financial statements.
- (d) Resolve the manner in which Committee members are appointed.
- (e) Set Annual Membership Fee

6.3. Special Business

The Annual General Meeting may transact and consider special business of which notice is given in accordance with this Constitution. At a Special General meeting, Ten Subscribing members shall form a quorum.

6.4. Additional Meetings

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year. Any such General Meetings shall be Special General Meetings and shall be held in accordance with the provisions of this Constitution.

6.5. Entitlement to Attend Meeting

The only persons entitled to be present at the Annual General Meeting of Warkworth Theatre Group Inc shall be the Subscribing members, the Members of the Committee, except with the prior consent of the Committee or the meeting in its discretion.

7. SPECIAL GENERAL MEETINGS

7.1. Special General Meetings May be Held

The Committee may whenever it thinks fit convene a Special General Meeting of Warkworth Theatre Group Inc

7.2. Requisition of Special General Meeting

- (a) The Committee shall on the requisition in writing of no less than 10 Subscribing Members convene a Special General Meeting.
- (b) The request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by or on behalf of Members making the requisition and shall be sent to Warkworth Theatre Group Inc and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Committee does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to Warkworth Theatre Group Inc, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or nearly as possible as that, in which meetings are convened by the Committee.

8. **NOTICE OF AND PROCEEDINGS AT MEETINGS GENERALLY**

8.1. Notice to be Given

The Secretary shall cause at least 21 clear days notice of a General Meeting to be given to each Member in writing, which notice shall state the place, date, time and nature of the proposed business to be transacted at the meeting.

8.2. Business of Meeting

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 28 days notice in writing of that business to the Committee which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

8.3. Special Business

All business that is transacted at a Special General Meeting or the Annual General Meeting with the exception of that referred to in these Rules as the ordinary business of the Annual General Meeting shall be special business.

8.4. Attendance and Voting

Subscribing members may be represented at meetings by two other members as advised to the chairperson immediately prior to the meeting.

- (a) No item of business shall be transacted at a General Meeting unless a quorum of those entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- (b) 10 Subscribing members shall form a quorum for the transaction of the business at a General Meeting.

- (c) If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:
 - (i) If convened upon the requisition of Members, shall be dissolved; and
 - (ii) In any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place and if at that adjourned meeting a quorum is not present within half an hour after the time of appointed for the commencement of the meeting, the meeting shall be dissolved.

9. CHAIRPERSON AT MEETINGS

9.1. Committee Chairperson to Chair

The Committee Chairperson shall preside as Chairperson at each General Meeting of Warkworth Theatre Group Inc.

9.2. Where Chairperson Absent

If the Committee Chairperson is absent from a General Meeting or is unable or unwilling to preside, the Committee Members present shall elect one of their number to preside as Chairperson at the meeting.

10. ADJOURNMENT OF MEETINGS

10.1. Chairperson May Adjourn Meeting

The Chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

10.2. Further Notice

- (a) Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (b) Except as provided in Rule 11.2 a, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

11. VOTING AT GENERAL MEETINGS

11.1. Voting Procedure

- (a) Each Subscribing member shall be entitled to one (1) vote.
- (b) A question arising at a General Meeting of Warkworth Theatre Group Inc shall be determined either by a show of hands, or be conducted under the conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Committee to conduct the ballot.
- (c) In the case of an equality of voting on a question, the Chairperson of the meeting may exercise a casting vote.
- (d) A Member is not entitled to vote at any General Meeting unless all monies due and payable to Warkworth Theatre Group Inc have been paid, including the

amount of the annual subscription payable in respect of the current financial year.

11.2. Recording of Determinations

A declaration by the Chairperson (before or on demand for a poll) that a resolution has, on a show of hands, been carried unanimously, carried by a particular majority or lost or an entry to that effect in the Minute book of Warkworth Theatre Group Inc is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

11.3. Poll at General Meeting

- (a) If at a meeting a poll on any question is demanded by 3 Members, it shall be taken at the meeting in such manner as the Chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- (b) A poll that is demanded on the election of a Chairperson or on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the Chairperson may direct.

12. COMMITTEE

12.1. The Committee is the governing body of Warkworth Theatre Group Inc.

12.2. Powers of Committee

- (a) The affairs of Warkworth Theatre Group Inc shall be managed by a Committee constituted under Rule 13.3
- (b) Subject to this Constitution and the Act, the Committee:
 - (i) Shall control and manage the business and affairs of Warkworth Theatre Group Inc;
 - (ii) May exercise all such powers and functions as may be exercised by Warkworth Theatre Group Inc other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
 - (iii) Has power to perform all such acts and things as appear to the Committee to be essential or appropriate for the proper management of the business and affairs of Warkworth Theatre Group Inc.

12.3. Committee Composition

- (a) The Committee shall consist of not less than 5 and not more than 10 Committee members
 - (i) All Committee members are appointed by a vote by members at an AGM for a period of one (1) year.

- (ii) The Committee has the power to co-opt a person onto the Committee to fill a vacancy created by someone resigning prematurely, or for a defined special project. The co-opted person will have full voting rights on the Committee.
- (iii) An elected Committee member who resigns prematurely shall be replaced at the next AGM, accepting that the Committee may Co-opt a person onto the Committee using rule 13.3 ii to cover this period.
- (iv) There is an five (5) year maximum period that a Committee member can be appointed consecutively to the same position.

12.4. Quorum for Committee Meetings

Five Members of the Committee present at a Committee Meeting shall constitute a quorum.

12.5. Chairperson

The Committee shall elect 1 member to act as Chairperson annually.

12.6. Committee Meetings

- (a) The Committee shall meet at such place and at such times and in such manner as it shall determine.
- (b) The Chairperson shall chair Committee meetings or in his or her absence any other Committee Member determined by the Committee.
- (c) Each Member of the Committee present at a meeting of the Committee is entitled to one vote and in the event of an equality of votes on any question the Chairperson may exercise a second or casting vote.
- (d) A resolution in writing signed or assented to by facsimile, email or other form of visible or other electronic communication by all Committee Members shall be valid and effectual as if it had been passed at a meeting of the Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (e) A meeting of the Committee may be held where one or more of the Committee Members is not physically present at the meeting, provided that:
 - (i) Notice of the meeting is given to all Committee Members in accordance with the procedures agreed from time to time by the Committee.
 - (ii) All Committee Members participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or video conferencing facility or by any other form of communication.
 - (iii) If any failure in communication prevents Sub Rule 13.6(e) (ii) from being satisfied and such failure results in the quorum not being met or

maintained the meeting shall be suspended until Sub Rule 13.6(e) (ii) is satisfied again and if not satisfied within 15 minutes from the time of interruption the meeting shall deem to have been terminated or adjourned.

- (iv) Any meeting held where one or more Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee Member is there present and if no Committee Member is there present the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

13. REGULATIONS

- 13.1. The Committee may make regulations and/or bylaws and policies and alter, amend or rescind the same as occasions may require, and enforce penalties for their breach. Such regulations, bylaws and policies shall have the same force and effect as this Constitution, but shall not in any way oppose or be in conflict with this Constitution. Such regulations, bylaws and policies shall be published to the Members from time to time or made available to Members on request.

14. FINANCIAL MATTERS

14.1. Financial Year

The financial year of Warkworth Theatre Group Inc shall commence on 1st January and end on 30 December.

14.2. Annual Report

The Committee shall prepare an annual report for presentation to the Annual General Meeting which contains:

- (a) The annual financial statements; and
- (b) An annual report as to the year's activities (collectively known as the annual report);

- 14.3. The annual financial statement in this Rule shall prepared by the Treasurer and presented at the Annual General Meeting. If requested by three (3) committee members, Warkworth Theatre Group Inc shall appoint an accountant to review the annual financial statements ("the Reviewer").

- 14.4. The reviewer shall conduct an examination with the objective of providing a report that nothing has come to the Reviewer's attention to cause the Reviewer to believe that the financial information is not presented in accordance with Warkworth Theatre Group Inc's accounting policies.

- 14.5. The Reviewer must not be a member of the Committee.

- 14.6. The Committee is responsible to provide the Reviewer with:

- (a) Access to all information of which the Committee is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters

- (b) Additional information that the Reviewer may request from the Committee for the purpose of the review; and
- (c) Reasonable access to persons within Warkworth Theatre Group Inc from whom the Reviewer determines it is necessary to obtain evidence.

15. APPLICATION OF INCOME

15.1. The income assets and property of Warkworth Theatre Group Inc shall be applied solely towards the promotion of the objects of Warkworth Theatre Group Inc.

15.2. Save as is provided in this Constitution:

- (a) No portion of the income, property or assets of Warkworth Theatre Group Inc shall be paid or transferred directly or otherwise to any Member of Warkworth Theatre Group Inc.
- (b) No remuneration or other benefit in money or monies shall be paid or given by Warkworth Theatre Group Inc to any Committee Member of Warkworth Theatre Group Inc.
- (c) Nothing in Rule 17.2 (a) or (b) shall prevent payment in good faith of or to any Member or Committee Member for;
 - (i) Any services actually rendered to Warkworth Theatre Group Inc whether as an employee or otherwise.
 - (ii) Goods supplied to Warkworth Theatre Group Inc in the ordinary and usual course of business and of operation.
 - (iii) Interest on money borrowed from any Member or Committee Member of Warkworth Theatre Group Inc.
 - (iv) Rent for premises demised or let by any Member or Committee Member of Warkworth Theatre Group Inc to Warkworth Theatre Group Inc.
 - (v) Any out of pocket expenses incurred by the Member or Committee Member, on behalf of Warkworth Theatre Group Inc for any other reason. Provided any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arms length in a similar transaction (being open market value).
 - (vi) No member of the organisation or any person associated with a member, shall participate in or materially influence any decision made by Warkworth Theatre Group Inc, in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever.

16. LIQUIDATION

16.1. Warkworth Theatre Group Inc may at any time be put into liquidation if:

- (a) 75% of those entitled to vote at an annual General Meeting or Special General Meeting pass a resolution appointing a liquidator; and
- (b) Such resolution is confirmed in a subsequent Special General Meeting, called for that purpose, and held no earlier than 30 days and no later than 60 days after the date on which the resolution was passed.

16.2. Upon the appointment of a liquidator any surplus assets of Warkworth Theatre Group Inc, after payment of all costs, debts, and liabilities and the debts and expenses of winding up, shall subject to any trust affecting the same be vested either in a substitute or successor organisation of Warkworth Theatre Group Inc or distributed, gifted or transferred to some other organisation or body with similar objects to the first organisation or for some other charitable purpose within Warkworth.

16.3. The organisation or organisations in Rule 17.2 must prohibit the distribution of its or their income and property among its or their members to at least the same or a greater extent as is imposed on Warkworth Theatre Group Inc under this Constitution and shall not be carried on for profit.

17. ALTERATION TO THE RULES

17.1. Subject to Rule 18.1 (a) this Constitution may only be amended, added to or repealed by resolution of 75% of members eligible to vote at an Annual or Special General Meeting.

- (a) No alteration to Rule 17.1, Rule 17.2 or Rule 17.3 shall commence until approved by the Inland Revenue Department. This Rule, and the effect of it, shall not be removed from this Constitution and shall be included in and implied into any Constitution replacing this Constitution.
- (b) Notice of intention to alter this Constitution must be given by a Member to the Committee no later than 21 days prior to an Annual Meeting or Special General Meeting.

18. INDEMNITY

18.1. Warkworth Theatre Group Inc shall indemnify its Committee Members, officers, and employees against all damages and costs (including legal costs) for which any such Committee Member, or employee may be, or become, liable to any third party as a result of any act or omission, except wilful misconduct;

- (a) In the case of a Committee Member or officer of Warkworth Theatre Group Inc , performed or made whilst acting on behalf of and with the authority (express or implied) of the Committee; and
- (b) In the case of an employee, performed or undertaken in the course of, and within the scope of, their employment by Warkworth Theatre Group Inc.

19. DISPUTES AND MATTERS NOT PROVIDED FOR

19.1. If any dispute arises out of the interpretation of this Constitution or any Rules, resolutions, or policies implements pursuant to this Constitution, or any matter arising which is not provided for in this Constitution, then such dispute or matters shall be referred in writing to the Committee, whose decision shall be final and binding. The Committee may:

- (a) dismiss a grievance or complaint, or
- (b) uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the Society and Members shall comply),
- (c) uphold a complaint and:
- (d) reprimand or admonish the Member, and/or
- (e) suspend the Member from membership for a specified period, or terminate the Member's membership, and/or
- (f) order the complainant (if a Member) or the Member complained against, to meet any of the Society's reasonable costs in dealing with a complaint.

20. INTERPRETATION AND DEFINITIONS

20.1. Definitions

In this Constitution, unless a contrary intention appears:

- (a) "Subscription Member" means a Member under Rule 5.1
- (b) "Affiliate Member" means a Member under Rule 5.2
- (c) "Committee" means the Committee as defined in Rule 13.3
- (d) "Financial Year" means the year commencing on 1 January and concluding 30 December.
- (e) "General Meeting" means a meeting of Members convened in accordance with Rules 7 & 8.
- (f) "Member" means a Member of Warkworth Theatre Group Inc for the time being under Rules 5.1, 5.2.
- (g) "Regulations" means any regulations made by the Committee under Rule 14.
- (h) "Rules" means the Rules of Warkworth Theatre Group Inc.
- (i) "Resolution" means a resolution passed in a General Meeting in accordance with this Constitution.
- (j) "Objects" means the objects of Warkworth Theatre Group Inc set out in Rule 3.

The Constitution of Warkworth Theatre Group Incorporated was approved at the 2021 AGM on the 17th March 2021.

Signed _____ Date _____

Richard Boyle – Chair

Signed _____ Date _____

Lorraine Johnson – Secretary

Signed _____ Date _____

Richard Hutchinson – Treasurer