

Constitution of CULTER THEATRE CLUB

Culter Village Hall, 178 North Deeside Road, Peterculter,
Aberdeen, AB14 0UD



The Club shall be called CULTER THEATRE CLUB

1.0. OBJECTIVES

- 1.1. Culter Theatre Club, hereafter referred to as **CTC** shall encourage the development, improvement and maintenance of interest in the **Performing arts** –and all their supporting **skill sets**- amongst the population of Peterculter and the surrounding district, hence forth called “**the area of benefit**”. **CTC** will be headquartered at Culter Village Hall which will be the main focus of club activities and performances, although this will not preclude the **Committee**, on occasions that are appropriate (such as festivals), deciding to perform at a different venue.
- 1.2. To achieve the above and, subject to available resources, **CTC** shall;
 - Actively present or assist in presenting public performances of the **Performing arts** within **the area of benefit**.
 - Publicise and promote within **the area of benefit**, the work of local artists in the **Performing arts**.
 - Offer financial or “in kind” support to individual **CTC** members or non-profit organisations who wish to undertake **Performing arts** within **the area of benefit**.
 - Subscribe to, participate in, and liaise with, local and national bodies representing and promoting the **Performing arts** where the **Committee** consider it appropriate to do so.
 - Co-ordinate with the authorised representative(s) of Culter and District Community Association (**C.D.C.A.**) regarding the renting of Culter Village Hall assets in order to achieve **CTC** objectives.

2.0. ADMINISTRATION

2.1. **Committee** structure-

An elected **Committee** consisting of up to 12 members of **CTC** will be empowered to undertake the day to day running of **CTC** in order to achieve **CTC** objectives. Under statutory provision all permanent members of **CTC Committee** are deemed to be **trustees** of the charity (**CTC**). Members of the **Committee** must not have been debarred under any statutory provision from being a charity **trustee**. The **Committee** will consist of three **office bearers** and up to 9 others. In addition, a junior member (under age 18) from the club may attend meetings to represent the junior membership; they are not a **trustee** and in any case do not get a vote.

2.2. Election of **Committee**:

All **Committee** members will be elected through majority voting by all members that are eligible to vote and are present at the **AGM**. All **Committee** members must stand down at the **AGM** and seek re-election if they wish. There is no limit of tenure for members to sit on the **Committee**, however, no club member can be re-elected as **Chairperson** for more than 3 consecutive years but can remain on the **committee** and seek re-election as **Chairperson** after a one-year gap. In the event a **Chairperson** has sat in office for 3 consecutive years, yet no other member wishes to stand for election, the membership may invite the same **Chairperson** to return to office, if a two-thirds majority approves this action. A deputy **Chairperson** may be elected by the **Committee** members if they deem it necessary, however this person shall not be the outgoing **Chairperson**. The **Committee** may, at its own discretion also appoint a deputy **Treasurer** and/or a deputy **Secretary** from within the **Committee** members. Other specific roles within the **Committee** such as publicity, training, outside group liaison etc shall be appointed at the sole discretion of the **Committee**. **Committee** members who have not attended at least 40% of meetings during their year of tenure should not seek re-election at the **AGM** for a period of one year except in extenuating circumstances such as prolonged illness.

2.3. Resignation from **Committee**:

In the event that a **Committee** member either resigns or retires before the completion of their term of office, then the **Committee** will have the power to co-opt a registered member of **CTC** to fill the vacancy until the next **AGM**. Should any of the **Office bearers** resign or retire then the **Committee** must call an **EGM** with at least fourteen days' **notice** in order that **CTC** members can vote on filling the vacancy(s). A member of the **Committee** shall automatically vacate office if he/she becomes debarred under any statutory provision from being a charity **trustee**.

2.4. Conduct of Members of the **Committee**:

Each of the members of **CTC Committee** shall, in exercising his/her functions as a member of the **Committee**, act in the interests of **CTC**; and, in particular, must;

- a. seek, in good faith, to ensure that **CTC** acts in a manner which is in accordance with its objectives (as set out in this **constitution**);
- b. act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
- c. in circumstances giving rise to the possibility of a conflict of interest between **CTC** and any other party
 - i. put the interests of **CTC** before that of the other party, in taking decisions as a member of the **Committee**;
 - ii. where any other duty prevents him/her from doing so, disclose the conflicting interest to **CTC** and refrain from participating in any discussions or decisions involving the other members of the **Committee** with regard to the matter in question;
- d. ensure that **CTC** complies with any direction, requirement, **notice** or duty imposed on it by the Charities and **Trustee** Investment (Scotland) Act 2005.

- 2.5. Register of Management **Committee** Members:
The **Committee** shall maintain a register of **Committee** members, setting out the full name, contact (email or phone) and address of each member of the **Committee**, the date on which each such person became a **Committee** member, and the date on which any person ceased to hold office as a **Committee** member.
- 2.6. Minutes:
The **Committee** shall ensure that minutes are made of all proceedings at general meetings, **committee** meetings and meetings of production teams; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the **Chairperson** of the meeting.
- 2.7. Production Approval:
The **Committee** will be the sole arbiters of what productions will be undertaken and will be responsible for planning an annual schedule which can be realistically supported by **CTC**'s resources without over extending **CTC**. The **Committee** will keep **CTC** members well informed of planned activities by whatever means is deemed appropriate. A **pitch** for a particular production must be considered by the **Committee**. A **pitch** should consist (at a minimum) of a summary of the proposed production, casting requirements, technical requirements and - where possible - draft costings. The **Committee** will have the right to either reject the proposal or to ask for further specific details for reconsideration. Where the **Committee** has approved a production in principle, they must appoint an **Artistic Co-ordinator** and a **Technical co-ordinator** in order to proceed to a **Pre-production** planning stage. The **Committee** has a duty of care to **CTC** to ensure that whatever information they require in order to mitigate risk is provided and accepted by the **Committee** before final financial approval is given to proceed to the **Production planning** stage.
- 2.8. Licensing:
The **Committee** will satisfy itself that the **performing rights** for a particular production are available to **CTC** and have been secured prior to the dates for auditions. The **Committee** shall also ensure that such fees as are required have been paid by the deadline date, normally prior to any public performance.
- 2.9. Insurances:
The **Committee** will ensure that it holds sufficient insurance cover for the assets of **CTC**. This shall include sound, lighting, effects and staging assets that are fixed to the fabric of Culter Village Hall and movable assets such as props, costumes, scenery, makeup etc. **CTC Committee** will appoint members of **CTC** to maintain, as much as is practicable, registers of all insured assets and to develop maintenance programmes where appropriate.
- 2.10. Training:
The **Committee** will encourage (and fund where necessary and where resources allow) the training of **CTC** members in the various **skill sets** required to deliver the high quality of production and performance that **CTC** aspires to. It will be at the **Committees** sole discretion to set the funding level for training activities.

3.0. MEMBERSHIP

- 3.1. Any person who is 10 years old or more and has contributed in any capacity to a **CTC** production in the last 3 years is eligible to register as a member of the club. Members aged 16 and over may vote at the **AGM/EGM**.
- 3.2. Any members who were registered as “Life Members” under the previous **constitution**, will retain life membership, and be eligible to vote at the **AGM/EGM** and take part in club activities.
- 3.3. **CTC** will maintain a register of all current members details and contact information for internal communications and financial purposes. This information will be subject to the EU General Data Protection Regulations and will not be published on any of **CTC**'s electronic social media.

4.0. VOTING

- 4.1. At **AGM** or **EGM** decisions will be made by all members eligible to vote and will be by majority vote (with the exception of changes to this **constitution**, where a two thirds majority will be required). The **Chairperson** will have the casting vote during majority voting. The **quorum** for an AGM or EGM will be twelve **active** members, including committee members.
- 4.2. At **Committee** meetings each member will have one vote, decisions being made on a majority vote. The **Chairperson** has the casting vote in all cases, except those outlined in article 4.3. Votes will not be taken at **Committee** meetings unless there is a **quorum** of six voting members present.
- 4.3. Any **Artistic Co-ordinator** or **Technical co-ordinator** will only have a vote in **committee** on agenda items concerning their project. In the event that the **Artistic Co-ordinator** or **Technical co-ordinator** is also a member of the **committee** they will have only one vote. In the event that the **Artistic Co-ordinator** or **Technical co-ordinator** is also the **Chairperson** and the vote is tied, then the **Chairperson/Artistic Co-ordinator** or **Technical co-ordinator** vote will be discounted.

5.0. FINANCIAL

- 5.1. Accounting Records and Annual Accounts-
 - 5.1.1. The **Committee** shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
 - 5.1.2. The **Committee** shall prepare annual accounts, complying with all relevant statutory requirements and will ensure accounts are submitted to the Scottish Charity Regulator annually.
 - 5.1.3. The financial year for **CTC** shall end on 31st December each year and the accounts shall be audited by an **independent auditor** and presented by the **Treasurer** to the **Committee** as soon as reasonably practical thereafter, and also at the **AGM** which shall be held in March of the following year.

- 5.2. The **Treasurer** will regularly present details of the financial position of **CTC** to the **Committee**, preferably at each meeting of the **Committee**, together with appropriate documentary evidence.
- 5.3. The income and any profits of **CTC**, whenever and however derived, shall be applied solely towards the promotion of the objectives detailed in 1.0 above, and no proportion thereof shall be paid as salary or wages, or transferred directly or indirectly to any member of the club, except as reimbursement of approved and receipted expenses.
- 5.4. Any unauthorised over-spending of budgets and un-receipted claims will not be reimbursed by the club, unless previously approved by a **quorum** of six **Committee** members. Any requests for advanced payment must be approved by the **Committee**. Receipts must be produced to cover all advances. Any overspending of advance payments and un-receipted claims will not be reimbursed by **CTC**.
- 5.5. Although all profits are to be used as in section 1.0, this does not preclude a capital sum being accrued to ensure that the financial commitment of **CTC** can be met in the instance of a major failure of a production or similar event. It is essential that **CTC** make every effort to be self-supporting under all probable circumstances supplementing its artistic effort with fund raising activities providing these are secondary to the objectives detailed above. Sponsorship from local concerns may be sought if it is deemed appropriate to maintain the self-financing status of **CTC**. The amount that may be accrued in any capital fund will be determined by the **Committee** and modified as and when necessary. The amount of capital fund which may be accrued may also be subject to external rules over which **CTC** has no control and which may vary from time to time, this includes organisations such as HMCR (Her Majesty's Customs and Revenue) and OSCR (the Office of the Scottish Charities Regulator).
- 5.6. Operation of Accounts-
CTC will open and hold any bank or building society accounts in the name of the charity. The three **office bearers** will be the signatories of the accounts. The signatures of two out of three signatories shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by **CTC**; at least one out of the two signatures must be the **Treasurer**, other than in exceptional circumstances after approval at a quorate **Committee** meeting.

6.0. CONSTITUTION

- 6.1. No alteration to this **Constitution** shall be made except at the **AGM** or at an **EGM** called for that purpose, in either case at least 21 days' **notice** will be given together with the issue of the proposed changes, to all **CTC** members.
- 6.2. A resolution to alter the **Constitution** shall not take effect unless it is carried by at least two thirds of those **CTC** members present entitled to vote.

- 6.3. No amendment to the **constitution** may be made if the effect would be that **CTC** would cease to be a charity.

7.0. DISSOLUTION

- 7.1. If the **Committee** determines that it is necessary or appropriate that **CTC** be dissolved, it shall convene a meeting of the members; not less than 21 days' **notice** of the meeting (stating the terms of the proposed resolution) shall be given. The proposal by the **Committee** to dissolve the association must be confirmed by a two-thirds majority of those permitted to vote and present at said meeting.
- 7.2. If upon dissolution of **CTC** there remains, after satisfaction of all its debts and liabilities, any assets or funds, these shall not be distributed to the members of **CTC** but held in trust by **C.D.C.A.** for a period of 5 years to enable the formation of a new club within **the area of benefit**. Thereafter, if no new club is formed then all lighting, sound, musical instruments and staging and software will be gifted to **C.D.C.A.** and all other assets may be given to a charitable organisation having similar objectives concerning the **Performing arts**.
- 7.3. For the avoidance of doubt, no part of the income or property of **CTC** shall (otherwise than in pursuance of **CTC's** charitable purposes) be paid or transferred (directly or indirectly) to the members, either in the course of the association's existence or on dissolution.

GLOSSARY OF TERMS

Active shall mean a CTC member who has involved her/himself in any club productions during previous three years.

AGM shall mean the Annual General Meeting, which shall be held towards the end of January each year when the audited accounts for the previous year are available.

The area of benefit will have no particular geographical boundary but will be centred on Peterculter and understood and agreed to from time to time by the committee.

Artistic Co-ordinator shall mean the person appointed by the committee to deliver a particular project on behalf of CTC. For larger productions such as Pantomimes and Plays this will normally be the Director. For mixed act entertainment it may be the Producer. For the use of CTC equipment by a third-party organisation it would be the person(s) most technically able to advise on the operation of said equipment.

C.D.C.A. shall mean Culter and District Community Association, the charitable trust who own and operate Culter Village Hall on behalf of the local community.

Chairperson shall mean the head of CTC and its Committee, voted for annually at the AGM

Committee shall mean those members of CTC elected annually at the AGM to undertake the day to day running of CTC on behalf of the membership.

Constitution shall mean this document which may only be modified by a two thirds majority vote of the eligible membership at the AGM or at a specially convened **EGM**.

CTC shall mean Culter Theatre Club the charitable trust set up to operate in the area of benefit under the clauses of this Constitution

EGM shall mean Extraordinary General meeting. These may be called from time to time by the Committee in order to involve the full CTC membership in decision making which could affect the future of CTC. fourteen days' **notice** must be given by the committee for an **EGM**.

Independent Auditor shall mean an individual, or company with no personal interest in the activities of CTC.

Notice shall mean the Committee advising the CTC membership by either hardcopy or electronic means of key dates or matters of importance to CTC. In any case this notice will be published on any CTC website or other social media in order to reach the widest possible membership.

Office bearers shall mean Chairperson, **Secretary & Treasurer**

Performing arts shall mean Drama, Music, Dance, in all its forms

performing rights shall mean the fees payable to the publisher, or any other rights holder, of any entertainment that CTC plans to perform in public

Pitch shall mean a detailed proposal for a production made to the CTC Committee

Pre-production shall mean the development of the **Pitch** to include reasonably detailed artistic and technical requirements which can be translated into costs and can then be applied to a draft cost/revenue budget.

Production planning shall mean the period between project approval by CTC Committee and the first auditions where all production details are developed, especially the production and rehearsal schedules and the final budget.

quorum shall mean the minimum number of eligible voting members of the Committee who need to be present in order to approve a resolution. This number may only be changed by a vote at the AGM to modify the Constitution.

Secretary shall mean the CTC Committee record keeper responsible for maintaining (in hardcopy) a minute of each Committee meeting, AGM and any **EGM**, voted for annually at the AGM.

Skill sets shall mean performance, production, direction and stage craft

Technical co-ordinator will be the person appointed by the Committee to ensure that all technical aspects of a production are delivered to the Artistic Co-ordinator's satisfaction insofar as it complies with the budget and CTC available resources.

Treasurer shall mean the person responsible for reporting on CTC's financial situation and making recommendations both at Committee meetings and the AGM, voted for annually at the AGM.

Trustee shall mean those people who have general control and management of the charity and are responsible for making sure that the charity works to achieve its charitable purposes carrying out their duties as defined by legislation. Charities and their trustees are regulated by the Scottish Charity Regulator (OSCR). As **CTC** is an unincorporated association, Trustees enter into financial and legal commitments on behalf of the charity, and are personally liable for any commitments so made.