

## **North Devon Arts - Constitution and Rules**

### **1) Title**

The Title of the Group is as above (previously known as Northern Devon Arts Group) and referred to as NDA.

### **2) Definitions**

In this Constitution and Rules the following expressions shall have the following meanings:-

2.1 The "Group" shall mean North Devon Arts.

2.2 The "Constitution and Rules" shall mean the Constitution and Rules of the Group for the time being in force.

2.3 "Member" shall mean a member of the Group whose subscription is paid up to date or who is granted Honorary Membership.

2.4 "The Committee" shall mean the Committee of the Group for the time being.

2.5 "Quorum" shall mean not less than half the elected Committee Members for the time being.

### **3) Objects**

The principal objects of the Group shall be as follows:-

3.1 To be an umbrella organisation to promote and encourage participation of, and interest in, the "Arts" and creativity in North Devon, Torridge and surrounding areas.

3.2 To promote and encourage projects to further the Arts and Members' interests.

3.3 To encourage and support people of all backgrounds, ages and abilities to develop and prove their interest and skills.

3.4 To provide a social gathering where topics of common interest can be discussed and demonstrated.

3.5 To participate, as deemed appropriate by the Committee, with any other body to further any of the Objects of the Group.

### **4) Membership**

4.1 Membership shall be open to:-

- i) People of all ages interested in participating in and/or supporting the aims of the Group.
- ii) Persons granted honorary life or annual membership by the Committee.
- iii) Arts Association Membership to facilitate communication and pooling of information, between arts organisations in North Devon.

4.2 Membership shall be subject to:-

i) the payment of an annual subscription in accordance with the appropriate rate set by the Committee from time to time.

ii) Arts Association membership shall be subject to the payment of an annual subscription in accordance with the appropriate rate set by the North Devon Arts Committee from time to time.

iii) One vote for the Association at an AGM.

*(Individuals need to be an NDA member to vote at an AGM, although they could lobby their own organisation on various issues that may arise).*

iv) Members of organisations WITH Arts Association Membership can attend monthly meetings at a reduced rate, in accordance with the appropriate rate set by the North Devon Arts committee - students to have a concessionary rate, to be set at half of a non member's fee, on production of a valid student card. *(Under 18's free).*

v) ONE copy of the North Devon Arts newsletter to be emailed to a specified person in that organisation for them to circulate amongst their organisation (or *ONE copy posted if specified, for them to circulate amongst their organisation*).

vi) Individuals of an organisation with Arts Association Membership would need to have a separate North Devon Arts membership to take part in any projects / exhibitions / events, that North Devon Arts may organise.  
(*One piece of work chosen by that organisation may be allowed, subject to North Devon Arts members having preference where space is limited and at the discretion of the North Devon Arts committee*).

4.3 If a Member's subscription in accordance with 4.2 above has not been paid within two months of the due date, upon the expiry of one month's notice in writing given thereafter by a Member of the Committee informing such Member that his/her/organisation membership shall be terminated automatically without further notice. Upon expiry of such notice unless his/her/organisation subscription has meanwhile been paid he/she shall cease to be a Member of the Group and shall cease to be entitled to the benefits of membership of the Group without any further action by the Committee but such Member shall not suffer any other penalty.

4.4 A Member shall cease to be a member:-

- a) If he/she/organisation ceases at any time to be eligible for membership in accordance with 4.3 above.
- b) If he/she/organisation terminates their membership by one month's notice in writing at any time to the Chair.
- c) If in the opinion of the Committee the Member has brought the Group into disrepute and in such case the Member's membership will cease with immediate effect upon receipt in writing from the Chair, notifying of any such cessation. The Member involved will have the opportunity to give their point of view at a Committee meeting.

4.5 Upon termination of membership by any means the Member (or in the case of his/her death, their estate) shall remain liable for the payment of all subscriptions or other monies due to the Group. A Member shall have no right to any refund of subscription or other monies paid to the Group on termination of his/her membership.

## **5. Management-Committee**

5.1 The Committee shall manage and administer the affairs of the Group and shall be responsible for the implementation of the policy of the Group. The Committee shall have full powers to do whatever it may from time to time consider expedient in furtherance of the Group's objects and in the interests of the members as a whole provided that any matter required to be decided at Special General Meeting or at an Annual General Meeting shall be so decided. The Committee in its absolute discretion may from time to time delegate such administrative powers, as it may consider necessary and convenient to Sub-Committees. All Sub-Committees shall report periodically to the Committee and shall give a report at the Group's Annual General Meeting. The Committee will define the parameters of the Sub-Committee when the need arises.

5.2 The Committee shall be elected annually at the Annual General Meeting or at a Special General Meeting by the membership attending such meetings. The committee shall consist of:-

- i) Chair, who is responsible for calling committee meetings, calling the Annual General Meeting and for presenting the Chair's report on the NDA's activities since the previous Annual General Meeting.
- ii) Treasurer, who is responsible for all financial matters for the group, including keeping a record of all receipts and payments to and from the group, administering the groups bank account, preparing an annual income and expenditure account supported by relevant paperwork for presentation to an auditor as required, liaising with the Membership Secretary and preparing the annual financial report for presentation at the Annual General Meeting.
- iii) Membership Secretary, who is responsible for the maintenance of the list of paid and honorary members, for the collection of members subscriptions and for liaising with the Treasurer.
- iv) Other committee members up to a number such that the total members of the committee shall not exceed 15.

5.3 The elected committee members will allocate the various tasks and responsibilities required for the efficient running of the group, amongst themselves and may amalgamate or split any of the tasks and responsibilities as they regard appropriate and provided that the formal holder of the position under discussion agrees. In the event of an unresolved dispute about the allocation of responsibilities, the disputed responsibility temporarily reverts to the Chair and Treasurer.

5.4 The Committee shall have the power to co-opt Members to the Committee during the year should they deem it appropriate for the smooth running of the Group. Such co-opted Member or Members shall hold office under the same terms as an elected Committee Member.

5.5 Any Member of the Committee may resign at any time by giving notice of such resignation in writing to the Chair.

## **6) Meetings**

6.1 In the absence of the Chair, a Member of the Committee present at the time shall be appointed by the Committee to take the Chair, at Committee meetings or any regular meetings of Members.

6.2 The Committee may invite a person or persons with specialist knowledge and any Member to attend any of its Meetings to discuss or advise upon a particular matter or any matters, but such person, persons, Member or Members so invited shall not be entitled to vote on any matter.

6.3 The Chair shall convene a Special General Meeting of Members at his/her discretion or upon a request in writing signed by not less than one fifth of the Membership stating the nature of the business to be transacted at such meeting, which may include the removal of the Committee or any Member thereof. The Chair shall give all members not less than 7 days notice in writing of the date, time and place of such Special General Meeting.

6.4 An Annual General Meeting of the Members shall be held each year at a time and place to be arranged by the Committee, but within 4 months of the end of the Group's Financial Year and notice thereof shall be given by the Chair to all Members of the Group at least 21 days before the date of the Meeting stating the general nature of the business to be transacted.

6.5 A Committee Meeting shall be dissolved if a quorum is not present within half an hour from the time appointed for the commencement of the Meeting.

6.6 Voting at meetings shall be by way of a show of hands. The Chair of the Meeting shall ensure that all that vote on a show of hands are entitled to do so and shall count, or supervise the counting of votes. The result of all voting shall be declared by the Chair of the Meeting.

6.7 Any matter shall be decided by a simple majority of the votes cast. In the event of an equality of votes the motion shall be lost.

6.8 A motion shall not be voted on until it has been seconded.

## **7) Dissolution of the Group**

7.1 The Group shall continue until it is dissolved by a resolution to dissolve passed by two thirds of the Members present at a Special General Meeting or an Annual General Meeting.

7.2 The dissolution of the Group shall be carried out by the Committee in office at the time of the passing of such a resolution to dissolve.

7.3 Upon dissolution of the Group its surplus assets and funds (if any) shall be dealt with in such manner as the Members may resolve at the Meeting at which the resolution to dissolve was passed.

## **8) Alteration to the Constitution and Rules of the Group**

8.1 No alteration shall be made to the Constitution and Rules unless approved by two thirds of the Members present at a Special General Meeting or an Annual General Meeting.

8.2 At least 10 days notice of any proposed alterations to the Constitution and Rules shall be given to all Members in writing.

Amended at the AGM, 5<sup>th</sup> June 2005.

Amended again at the EGM, 5<sup>th</sup> November 2008 at 4) Memberships