

# Act Two

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*Theatre Company | Bassingham*

## **Constitutional Rules**

**2025 Version 1 Revision 4**

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## **1. Name**

The name of the group shall be “Act Two Theatre Company” (“the Company”).

## **2. Purpose**

The main purposes of the Company are:

- 2.1.** To promote the dramatic and performing arts with special regard to Bassingham and its environs.
- 2.2.** To mount at least one production a year.
- 2.3.** To do such other things as may be incidental or conducive to the purpose and well-being of the Company as shall be decided upon from time to time by the Company.

## **3. Membership**

The Company shall consist of members. The membership year will run from 1 April to 31 March each year. Anyone in the local community of Bassingham or the surrounding areas (defined as within 15 miles of Bassingham but at the discretion of the Committee) may join the Company by email or in person at a General Meeting or production audition. New members are invited through print advertisements, social media, the Company website, and other such publicity.

- 3.1.** Any person shall be admitted to ordinary membership of the Company upon payment to the Treasurer of their subscription and any other required payments.
- 3.2.** Adult membership of the Company shall be open to individuals of 18 years and over. Adult members are entitled to vote on any issue.
- 3.3.** Child membership of the Company shall be open to those up to 18 years old. Child members shall not be entitled to vote on any issue. Those that turn 18 during a membership year are still classified as child members until the next membership year.
- 3.4.** Supporting membership of the Company may be offered at the discretion of the Committee. Supporting members will not be required to pay the annual

membership fee and are assisting the Company in roles such as chaperones, band members, front of house staff, technical and stage crew, wardrobe, makeup etc. They are enrolled as a member for the duration of the applicable production but shall not be entitled to vote on any issue. Supporting members are still expected to adhere to all policies and rules of the Company.

## **4. Annual Membership Fees**

- 4.1.** The annual subscription fee shall be determined by the Annual General Meeting (“AGM”).
- 4.2.** Annual subscriptions shall be payable by each member upon joining the Company and thereafter on 1 April each year.
- 4.3.** Any member whose annual subscription remains unpaid will not be allowed to participate in any production. The committee reserves the right (at its discretion). to terminate the membership of any member whose annual subscription remains unpaid for two months

## **5. Expulsion of Members**

The Committee may, at their discretion and by a majority vote, terminate the membership of any member who has been deemed to have persistently neglected the work undertaken by the Company or whose conduct it considers likely to endanger the welfare, wellbeing or good standing of the Company and its members (as outlined, but not limited to, sections 10 and 11 of this Constitution). The individual shall have the right to be heard by the Committee before a final decision is made.

## **6. Committee & Officers**

The affairs of the Company and the management of its affairs are vested in the Committee.

- 6.1.** The Committee will consist of a Chairperson, Deputy Chairperson, Secretary, Treasurer and no more than 6 other persons, all of whom being members of the Company
- 6.2.** The Committee shall be elected annually by the members of the Company at the AGM. They shall all go out of office every year upon commencement of the AGM but shall be eligible for re-election should they wish to do so.
- 6.3.** The Committee may between AGMs fill any vacancy that may exist in the Committee, and the continuing members of the Committee may act notwithstanding any vacancy.
- 6.4.** The Committee may, at its discretion, co-opt other members of the Company to join the Committee on a temporary basis for a particular purpose. This does not affect the clauses outlined in 6.1, 6.2 & 6.3.
- 6.5.** Meetings of the Committee may be held, and the proceedings shall be regulated in such a manner as the Committee may decide provided that there shall be no fewer than four meetings between AGMs. Four members of the Committee (which must include either the Chairperson, Deputy Chairperson, Secretary or Treasurer) shall form a quorum.
- 6.6.** A member of the committee shall cease to hold office if they;
  - 6.6.1.** Are absent without the permission of the Committee from all meetings held within a six-month period; or
  - 6.6.2.** Have their membership of the Company terminated as per section 5; or
  - 6.6.3.** Notify the Committee of their wish to resign.
- 6.7.** The Committee shall decide on the productions to be presented and the dates upon which the public performances shall take place. The production team required for any production shall be appointed by the Committee.
- 6.8.** The Committee may appoint a Wardrobes and Properties Manager, Safeguarding Officer, Front of House and Production Coordinator, Backstage Manager, Publicity Manager, Web and Content Creator, Membership Manager, Social Secretary or any

other role whose work would facilitate the smooth running of the Company's affairs. Such Officers of the Company may or may not be members of the elected Committee.

## **7. President & Vice President**

The Company shall have a President and a Vice President who shall be invited to hold these honorary positions by the Committee and occupy them for as long as mutually agreed.

## **8. Finance & Accounts**

The funds of the Company shall be applied solely to furthering the purpose of the Company as outlined in section 2.

- 8.1.** All monies belonging to the Company including, but not limited to, members subscription fees, donations, ticket sales, bar sales, raffle proceeds and bequests shall be paid into a Bank Account ("the account") operated by the Committee in the name of the Company at such financial institution as the Committee may periodically decide at their discretion.
- 8.2.** At least three members of the Committee, including the Treasurer and Chairperson, must have access to the account. Access to the account must be immediately forfeited by any Committee member who ceases to hold office as per section 6.6.
- 8.3.** All payments and transactions made using the account must have a valid invoice or receipt to ensure full traceability.
- 8.4.** No member of the Company shall receive payment directly or indirectly for services to the Company other than for legitimate expenses, and/or unless the Committee in its absolute discretion agree reasonable payment for services provided to the Company.

- 8.5.** No reimbursable expenditure shall be incurred by any member of the Company without the prior express agreement of the Treasurer or production budget holder (when applicable).
- 8.6.** All expenses in connection with a production shall be submitted for payment within 21 days after the final performance.
- 8.7.** Within two calendar months after the final performance of any production, the Treasurer shall prepare a full statement of the receipts and expenses of each production to be presented to the Committee at the next available Committee Meeting.
- 8.8.** The Treasurer shall keep such proper books of accounts as will enable them to present at every AGM of the Company, or at any other time if required by the Committee, an accurate report and statement concerning the finances of the Company.
- 8.9.** The financial year of the Company shall commence on 1 April and close on 31 March. An annual profit and loss account balance sheet shall be prepared within two weeks of the end of the financial year and submitted to an independent financial reviewer (as shall be appointed by the Committee and outside of Company membership) to be audited. The verified accounts shall be presented to the Committee for approval; the approved accounts shall then be presented to the Company members at the AGM.
- 8.10.** The Committee shall not be empowered to borrow any monies except with the agreement of two-thirds of the members present and voting at an AGM or an extraordinary General Meeting.
- 8.11.** The Committee shall undertake to procure such public liability insurance cover as to indemnify the Company from and against any such claims, actions or suits which may be brought against it.

## **9. General Meetings**

The AGM of the Company shall be held in April each year when the Report of the Chairperson and approved accounts for the previous year shall be presented.

- 9.1.** The Committee shall give no less than 14 days' notice of the date, time and venue of the AGM to all members of the Company. Notification shall be given either by email, social messaging or publication on the Company website as deemed appropriate by the Committee.
- 9.2.** An Extraordinary General Meeting ("EGM") can be called at the discretion of the Committee, or within 28 days upon receipt of a request for such a meeting specifying the business to be transacted and signed by no fewer than 10 members of the Company. Notice shall be given as per section 9.1, and only the business specified in the notice shall be transacted at an EGM.
- 9.3.** At any General Meeting of the Company, every member of the Company shall be entitled to be present, and every adult member shall be entitled to one vote for every question raised. In the case of equality of voting, the Chairperson (or Deputy Chairperson in the case of their absence) shall have a second or casting vote.
- 9.4.** The Secretary shall take minutes of the proceedings at all General Meetings of the Company.
- 9.5.** No business shall be conducted at a General Meeting unless a quorum is present. The quorum for any General Meeting shall be one third of the vote-eligible membership of the Company or 10 vote-eligible members, whichever is less. If a quorum is not present within 15 minutes of the published meeting time or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to such a time and place as to be decided by the Committee with notice provided as per section 9.1.
- 9.6.** The committee reserves the right to host any General Meeting virtually at their discretion.

## **10. Obligations of Members**

The Committee shall reserve the right to remove any member from a production or activity whom, in the opinion of the Committee, does not conform to all rules and policies of the Company as named and published in the Constitution or the Company Website and/or is



wilfully disrespectful of the production, the Company, or its members. This covers all aspects of Company activity (including, but not limited to, production related and social events) along with social media networks and messaging. This may include, but is not limited to;

- 10.1.** Irregular or poor attendance to rehearsals for the work in preparation.
- 10.2.** An unsatisfactory level of discipline and decorum at any stage of a production, which includes, but is not limited to, disrespect for fellow members and the backstage team.
- 10.3.** Inappropriate or offensive behaviour, abuse and discrimination in any form (be it verbal or physical) will be treated with zero tolerance. All members have a right to participate in all activities in a safe and inclusive environment, and any such behaviour is completely unacceptable.

## **11. Child Protection**

The Company recognises its duty of care under the Children and Young Persons Act 1963, the Child (Performances) Regulations 1968, the Protection of Children Act 1999, and the Criminal Justice and Court Services Act 2000.

- 11.1.** The Company recognises that abuse can take many forms, whether it be physical abuse, emotional abuse, sexual abuse or neglect. The Company is committed to practices that protect children from harm.
- 11.2.** All members of the Company are required to recognise their responsibilities to develop an awareness of the issues which cause children harm.
- 11.3.** The Company Child Protection Policy is set out in detail on the Company website.
- 11.4.** Fully licensed chaperones are required for all productions with Child Members.
- 11.5.** The Committee shall reserve the right to remove Child Members from Productions if the legal Child Protection obligations cannot be met.

## **12. Data Protection**

The Company will collect personal details for members to keep an accurate record of members of the Company, to allow communications to be sent to members, to help promote the Company, and to comply with local and national requirements and regulations, for example, for child protection responsibilities.

- 12.1.** Names, photographs, and biographies may appear in public documents, including programmes, publicity (including newspapers and websites) and newsletters. Medical information will be used in strict confidence by the Company's first aiders and chaperones as the need arises. Personal information may be shared with the Committee as the Company's trustees for use in the legitimate interest of the Company. Personal data will never be shared with other third parties without a member's consent, except when complying with legal requirements.
- 12.2.** Reasonable security measures to protect against any unauthorised access or damage to, or disclosure or loss of information must always be in place. Information may be kept indefinitely; however personal information can be removed from the Company records at any time by written request to the Secretary. Subject Access Requests may be made to the Secretary of the Company in writing to request a copy of all the personal information on file. All reasonable steps will be taken to confirm the individual's identity and right to the information before any details will be provided.

## **13. Alteration of Rules**

These rules may be revoked, added to or altered by a majority comprising of two thirds or more of the members present and entitled to vote at any General Meeting of the Company of which notice has been duly given specifying the intention to propose the revocation, addition or alteration, together with full particulars thereof.

## **14. Dissolution**

If the Committee decides that it is necessary or advisable to dissolve the Company, it shall call a meeting of all members, giving no less than 21 days' notice (stating the terms of the resolution to be proposed). If the proposal is confirmed by a two-thirds majority of those

present and eligible to vote, the Committee shall have the power to realise any assets held by or on behalf of the Company. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to another charitable institution or institutions with a similar purpose to the Company, as the members of the Company may determine or failing that shall be applied for some other charitable purpose.