

ANU Musical Theatre Collective - Constitution

Rules of operation for members of the unincorporated association Document History:

19th July 2021: **Basis for initial formation**

17th October 2021: **Amendments to the Constitution**

ANU Musical Theatre Collective member

ANU Musical Theatre Collective – Constitution Last updated: 17th October 2021

1. Name

1.1. The official name of the club to which this Constitution applies is “ANU Musical Theatre Collective”.

2. Interpretation

2.1. In this Constitution, unless the contrary intention appears:

- **ANUSA** means Australian National University Students’ Association;
- **Executive** means the Executive Committee of the Collective;
- **Council** means ANUSA Clubs Council;
- **Meeting** means a General Meeting, Special General Meeting or Annual General Meeting of the Collective;
- **Member** means any member of the Collective;
- **PARSA** means Australian National University Postgraduate and Research Students’ Association Inc.;
- **Production** means a piece of student theatre that has been managed and developed by the Executive or an Executive appointed production team
- **Collective** means the Collective named in Section 1 above;
- **Student** means any student of the University who retains membership of either ANUSA or PARSA;
- **Teaching period** means each of the four normal academic terms as set by the

University;

- **University** means the Australian National University.
- **Resolution of the Executive** means a simple majority resolution unless otherwise specified.

2.2 Any interpretation of this constitution or the resolution of any dispute under it may be appealed to the ANUSA Clubs Officer. The decision of the ANUSA Clubs Officer may be appealed by the means set out in the constitution and regulations of ANUSA

3. Aims and Objectives

3.1. The principal aim and objective of the Club is to manage and develop amateur student musical theatre at the University, as per the Collective's Values and Safer Spaces document. In order to promote participation in the arts of the theatre, the Collective will invite students along the journey through campus-wide and non-competitive participation in drama, musical theatre, dance and other theatrical arts in all their expressions, forms and media.

3.1.1. Collective Values:

- 3.1.1.1. Respect & Integrity
- 3.1.1.2. Collaboration
- 3.1.1.3. Community
- 3.1.1.4. Growth
- 3.1.1.5. Entertainment

3.2. The principal aims, objectives and operations of the Executive must be in alignment with the Collective Values. This is primarily to build, foster and maintain a community of members interested in the theatrical arts. To achieve this, the Executive is highly

encouraged to put on a musical every year.

4. Affiliation

- 4.1. The Collective is affiliated to the ANU Students' Association and anything in this Constitution which is inconsistent with the ANU Students' Association Clubs Regulations and Policies is null and void to the extent of that inconsistency.
- 4.2. The Collective must fulfil its obligations under the Association's Clubs Regulations.
- 4.3. The assets and income of the Collective shall be used only for the promotion of the Collective's objectives and no portion may be paid or transferred directly or indirectly to members of the Collective except as:
 - 4.3.1. bona-fide remuneration for services rendered by the members to the Collective,
 - 4.3.2. repayment of expenses incurred on behalf of the Collective,
 - 4.3.3. interest at a rate not exceeding interest at the rate for the time being which is or would be charged by the Collective's bankers for money lent to the Collective, and
 - 4.3.4. bona-fide rent for premises let to the Collective.
- 4.4. The Collective may, on resolution of the Executive, become a member or affiliate of any other corporation, body or society.

5. Code of Conduct

- 5.1. Everyone who wishes to be a member of the Collective must sign the Code of Conduct before being granted or renewal of membership.
- 5.2. Breaches of the Code of Conduct

5.2.1. Any breaches of the Code of Conduct must be brought to the attention of the Executive, who must closely investigate the breach.

5.2.2. If a member has breached the Code of Conduct, then the Executive must meet and decide the necessary course of action in disciplining the member who made the breach. This includes, but is not restricted to, removal from a production, loss of membership, or a temporary or permanent ban from the Collective.

5.2.3. If a member of the Executive is involved in the breach of the Code of Conduct, then the Council must be informed of the situation and discipline of the member must be decided by the Council.

5.2.4. At any time, any member or non-member of the collective may use the Incident Reporting Procedure, to report any incident involving any member of the collective, or in any of the spaces of ANU MTC. The information from this form will be treated as confidential and will be first seen by the president only. If further action is required, it will be up to the President's discretion, who must follow the Procedure.

5.3. Amending the Code of Conduct

5.3.1. The Code of Conduct can only be amended by a majority vote at a Quorate Executive meeting.

5.3.2. After an amendment is made, all members must be notified of the amendments and sign a copy of the amended Code of Conduct.

6. Membership

6.1. Full membership is open to all ordinary members of ANUSA and all ordinary members of PARSA who have paid the relevant subscription fee of the Collective

and signed the Code of Conduct.

6.2. Membership is also open to non-student alumni of the ANU, at the discretion of the Executive Committee, who have paid the relevant subscription fee and signed the Code of Conduct.

6.3. The subscription fee or full membership is set by the Executive, including a fee of \$0, but may not be greater than \$20 for members of ANUSA or PARSA, unless the Collective applies for an exemption from the Council.

6.4. Membership is valid for the year in which the subscription fee is paid until the 1st of February the following year, with allowance for exceptional or unusual circumstances.

6.5. Only members (under s5.1 or s5.2) are eligible to vote in General Meetings.

6.6. Persons must be a member of the Collective (under either s5.1 or s 5.2) in order to be appointed as a member of the Production Team or offered a role as part of the talent (cast or orchestra). Temporary volunteer assistants (such as Front of House staff or stage crew) are not subject to this requirement, but they must sign the Code of Conduct, and disciplinary actions can be taken in the situation of a breach, such as removal from the production. Professional contractors are also subject to this requirement and are not required to sign the Code of Conduct.

6.7. A roll recording the name, email, student number, and signed copy of the Code of Conduct of all Collective members is to be held and kept up to date by the Secretary of the Collective, as well as a record of any breaches and disciplinary actions taken by the Executive.

7. The Executive

7.1. The Executive consists of;

- The Core Executive
 - the President; and
 - the Vice-President; and
 - the Treasurer; and
 - the Secretary
- The **Board of Directors** who will oversee tasks in relation to
 - the Collective's marketing; and
 - the Collective's membership; and
 - the Collective's events; and
 - the Collective's general administration.

7.2. Members of the Executive must be members of the Collective

7.3. The Executive is to be elected at each Annual General Meeting of the Collective by a vote involving the members. Subject to Electoral Regulations in Section 14 of this constitution.

7.4. In the event of a dispute between Executive members, or between the Executive and the members of the Collective, the President has a duty to make it known to the parties to the dispute that an appeal can be brought to the Clubs Council for any decision made by the Collective's Executive team.

7.5. The term of members of the Executive shall be from the date of their election until the following Annual General Meeting of the Collective, unless the member resigns their position or ceases to be a member of the Collective.

7.6. The roles and responsibilities of each member of the Executive must be agreed by resolution of a Quorate Executive meeting held as soon as possible after the

appointment of a new Executive. A suggested framework for these responsibilities will be provided in the Roles and Responsibilities of the Executive document.

7.7. A meeting of the Executive is to be held at least once during each teaching period of the academic year, when and where the Executive sees fit.

7.8. The quorum for a meeting of the Executive is five members of the current Executive, including at least 2 members from the Core Executive.

7.9. Members of the Executive who, after being given reasonable notice, fail to attend three or more scheduled meetings of the Executive, may be removed from the Executive by majority vote of the Executive at a quorate meeting.

7.10. The Executive has the power to fill any vacancy in the Executive of the Collective that may occur between Annual General Meetings.

7.11. The Executive has the power to conduct all the affairs of the Collective subject to the provisions of this Constitution and the Council.

7.12. Individual members of the Executive are bound by a resolution of a Quorate Executive meeting to the extent that the resolution directly relates to their activities as a member of the Executive of the Collective. Resolutions of the Executive require a simple majority vote of the members present at a Quorate Executive meeting. The President shall have a deliberative vote.

7.13. The Executive shall appoint a minute-keeper who shall keep proper and accurate minutes of all resolutions of the Executive. The contents of these minutes shall be approved at the subsequent meeting of the Executive and are thereafter to be made available to any member who requests them.

8. Productions

Appointment & choice of work

8.1. The Executive shall be responsible for appointing a Production Team who will be responsible for planning and carrying out productions & works (in such terms of office as the Executive stipulates).

8.2. Members of the Production Team do not automatically become members of the Executive, however members of the Executive are eligible to apply to become members of the Production Team.

8.2.1. If the President wishes to be a part of the production, they should be limited to a minor role. The President cannot be (a) a Director (including Musical Director and Band Director) or assistant to these roles (b) a Producer or assistant Producer of the production (c) a Lead Role in the Production.

8.2.2. The Treasurer cannot be the sole Producer of the Production.

8.3. The choice of works shall be made by the Executive with reference to the aims and objectives of the Collective. In making such a choice, the Executive should consult and seek advice from the outgoing Executive that precedes them.

8.3.1. The choice and (potential) re-choice of works

8.3.1.1. Each work should be critically analysed and reviewed by at least 3 members of the executive to ensure the executive is confident of an alignment with the values of ANU MTC and the wider community (as outlined in section 3)

8.3.1.2. This will occur by at least 3 people from the community who will not be involved in the musical, to read and critically analyse the works

8.3.2.

8.4. The method by which works shall be chosen for performance shall be any method which the Executive deems appropriate, which may or may not include:

8.4.1. an informed resolution by the Executive (which may or may not include canvassing the preferences and opinions of members of the Collective);

8.4.2. a publicly circulated request for Directors to present applications with a work of their choosing.

8.5. Members of the Production Team may only be removed by resolution of the Executive or by their resignation.

Creating opportunity

8.6. In order to create as many opportunities as possible for as many people within the ANU theatre spaces, to encourage upskilling and diversifying talents across more people within the Collective and to limit the chances for nepotism to suffocate the community, etc.:

Any member of the production may not be associated with another ANU production (directing, acting, crew, etc.) concurrent with serving (in any capacity) during a show with ANU MTC. Applications for an exemption must be brought to the executive, to be reviewed on a case by case basis.

Responsibilities

8.7. The Production Director may appoint other members to assist the Production Team in carrying out their duties.

8.8. The Production Team shall operate a casting process that is fair and transparent, in

adherence to the MTC's Equal Opportunity Policy. Auditions will be conducted in an equitable manner that does not discriminate. For assistance or clarification in this process, the Production team should consult the Audition Process and Casting Guidelines, and/or apply to the Executive.

Casting

8.9. The Production Team shall operate a casting process that is fair and transparent.

Auditions must be conducted in an equitable manner that does not discriminate. For assistance or clarification in this process, the Production team should consult the Audition Process and Casting Guidelines, and/or apply to the Executive.

8.10. If the Executive team deems it necessary, then one representative from the Executive may be asked to observe the audition process, in order to ensure that section 8.8 is met, but will not actively participate in the casting process.

8.11. In the event that the Production Team is unable to cast a suitable person for a role in the production/work using an audition process, the Production Team may apply to the Executive to appoint an alternate person to the cast (such as a person who did not take part in the audition process).

8.12. The Production Team will present a proposed final casting to the Executive, prior to any auditionees being offered roles. If, in the opinion of the Executive, the casting list does not meet section 8.8, the Executive may require the Production Team to alter their casting.

Procurement

- 8.13. Collective procurement requirements are dependent on the value of the goods and services being sought.
- 8.14. A procurement must not be divided or split into separate parts to avoid a procurement threshold.
- 8.15. The Collective should avoid perceived and/or real conflicts of interest. Particular attention should be given to this policy if the Collective is considering purchasing goods and/or services from suppliers who have a personal relationship with any of the Executive or members involved in the procurement process. Any Conflicts of interests real or perceived which do arise must be declared to the executive who will then vote as to whether to proceed with the purchase given the conflict.
- 8.16. The below thresholds will be adhered to by the Production Team:
- 8.16.1. Minor Procurement Threshold Requirements (less than \$1,000 in value) No quotation is required; and Purchasing individuals are expected to use their knowledge of the available market to secure value for money.
- 8.16.2. Medium Scale Procurement Threshold Requirements (\$1,000 to \$4,999 in value) A minimum of two written quotations are required; Quotations must be sighted by at least two trustee members prior to authorisation of expenditure; and Purchasing individuals are expected to use their knowledge of the available market to secure value for money.
- 8.16.3. Large Scale Procurement Threshold Requirements (\$5,000 to \$19,999 in value) A minimum of three written quotations are required; Quotations must be sighted by at least two trustee members of the Executive prior to authorisation of expenditure; and Purchasing individuals are expected to use their knowledge of

the available market to secure value for money.

8.16.4. Major Procurement Threshold Requirements (\$20,000 or greater in value) A minimum of one written quotation is required; The Executive will manage the procurement exercise; Proposed expenditure must be evaluated by the Executive by: assessing compliance with the constitutional aims of the Collective assessing the technical viability of the proposed solution; assessing the capability of the proposed supplier to provide the goods or services, including technical and management competence and financial resources; taking account of the benefits and costs involved on a whole of life basis with a focus on value for money over cheapest price; and identify the solution that represents best available value for money in line with this policy.

9. Liability

9.1. No action, suit or proceeding shall be brought or maintained against any member of the Executive or any person who has been a member of the Executive in respect of any act or action done or taken or omitted to be or taken by the Executive under this constitution in the bona fide exercise of powers conferred or reasonably believed by the said member to have been conferred by this constitution.

9.2. To remove doubt, where a person elects to become a member of the Collective and actively participates in the activities of the Collective (such as by being a member of the Production team or talent), such person demonstrates intention to create legal relations with all other members of the Collective and accepts joint and several liability with respect to activities undertaken by any representative of the Executive in the bona fide exercise of powers conferred by this constitution.

10. Powers

- 10.1. At the discretion of the Executive, the Collective may:
 - 10.1.1. Accept any gift (whether by will or inter vivos);
 - 10.1.2. Borrow funds for any object of the Collective. A loan cannot be for a period greater than the time before the next AGM;
 - 10.1.3. Accept on loan any equipment or property;
 - 10.1.4. Lend or make available any equipment or property of the Collective;
 - 10.1.5. Sell, exchange or dispose of property for which the Collective has no current or imminent use;
- 10.2. The Trustees of the Collective are the Core Executive.
- 10.3. The Trustees have a legal duty to ensure that the Collective's funds are being used in the best interests of the Collective, which is to be viewed from the perspective of the Collective as an independent entity, and not from the perspective of members.

11. General Meetings

- 11.1. An Annual General Meeting of the Collective is to be held at least once each year, no later than the first Sunday of the semester two examination period.
 - 11.1.1. The agenda of the Annual General Meeting must include; elections of members of the Executive of the Collective, an Annual Report, statements of income and expenditure, and a current balance sheet are to be presented by the outgoing Executive.
- 11.2. The quorum for a General Meeting is 8 members, including at least 3

non-executive members, and 2 Core Executive Members or, if in the event that current membership of the Collective is less than 8 members, 80% of the current membership is the quorum.

11.3. Except as set out in s12.2 of this Constitution, decisions of a General Meeting are by a simple majority of members present in person who cast a vote.

11.4. The Collective President must, where possible, Chair, or appoint another Core Executive member to Chair, a General Meeting. Where this is not done, those full members present must elect a Collective member to Chair.

11.5. The Chair is to conduct the General Meeting in accordance with the Standing Orders Regulations of the Collective.

11.6. The Chair has a deliberative and casting vote (that is, a second vote).

11.7. Any resolution of a Quorate General Meeting binds all members of the executive to the extent that the resolution directly relates to their activities as a member of the Executive of the Collective.

11.8. The Chair shall appoint a minute keeper to all general meetings. A copy of minutes will be circulated amongst the membership following the general meeting.

12. Patrons

12.1. Patrons will be nominated by a member and subsequently appointed through a simple majority (50%) vote at a general meeting of the Collective, in recognition of distinguished contribution to the Collective.

12.2. Patrons are entitled to one complimentary ticket to each subsequent production from their appointment. Patrons hold an honorary role and being a Patron does not grant such a person any form of membership of the Collective.

12.3. A current list of Patrons of the Collective is to be updated each AGM. This will be

found in the Patrons List document.

13. Interpretation and Amendment

- 13.1. Any Member of the Collective can propose an amendment to the Constitution.
- 13.2. If a dispute arises as to the interpretation of this constitution or a dispute arises for which there is no provision made in this constitution, the matter should be brought to the attention of the Executive who may make a decision on the matter.
- 13.3. This Constitution may be amended by a resolution carried by a two-thirds majority of members present and voting at a General Meeting of the Collective.
- 13.4. Notice of proposed amendments must be circulated to members at least 5 days prior to the General Meeting.
- 13.5. Any interpretation of the constitution or the resolution of any dispute under it, may be appealed to the Association Clubs Council Secretary. The decision of the Clubs Council Secretary may be appealed by the means set out in the constitution and regulations of the Association.
- 13.6. No Amendments to this constitution shall be validly enacted except where the Clubs Council Executive is given notice by email of the amendment at least 5 days prior to the moving of the amendment. The email shall request an interpretation as to whether the proposed amendment will affect the continued eligibility of the club for reaffiliation.

14. Dissolution

- 14.1. The Collective can be dissolved by:
 - 14.1.1. Unanimous decision of those present at a quorate general meeting,

14.1.2. Failure to elect an executive: Where all or a majority of the executive or Trustee positions are not filled at a general meeting, the Clubs Council may appoint the remaining positions on an interim basis or dissolve the Collective. In such a case, another general meeting must be held as soon as practicable at which the positions filled by the Clubs Council shall be filled by election or the dissolve of the Collective. If a majority of the positions remain unfilled after this general meeting, the Collective will be dissolved; or

14.1.3. The Collective ceasing to function through attrition or de-affiliation.

14.2. On dissolution, disaffiliation or failure to re-affiliate by the end of the first teaching period, any net assets, property, funds or money shall not be distributed among the members but shall become the property of ANU Students Association and be given or transferred to the ANU Students' Association; except for funds sourced by means other than grants from ANUSA in the current and previous calendar year. Such other funds must be donated to a not-for-profit association with objects similar to those of the club, or to ANUSA.

15. Electoral Regulations

15.1. Returning Officer

15.1.1. For each election, the President of the Association shall appoint a Returning Officer who must not be a candidate at the election.

15.1.2. In the event that the Returning Officer is unable to perform their duties, the Secretary shall appoint a new Returning Officer.

15.2. Nominations

- 15.2.1. Nominations shall be made in whatever form the Returning Officer deems appropriate. Candidates shall self-nominate.
- 15.2.2. The Returning Officer shall open nominations at least ten (10) Teaching Days prior to the election, and shall set a time for close of nominations no earlier than five (5) days after opening nominations. The Returning Officer shall make all reasonable efforts to communicate notice of the opening and closing times for nominations to all members of the society.
- 15.2.3. The Returning Officer shall reject nominations:(a) that appear to be false;(b) where the nominee is ineligible for the position(s) for which they have nominated; or(c) where the nomination was lodged after the close of nominations (unless exceptional circumstances apply, as determined at the discretion of the Returning Officer)
- 15.2.4. The Returning Officer shall reject any incomplete nominations, but may assist the candidate to complete their nomination correctly and accept the completed nomination after the close of nominations.
- 15.2.5. candidate may withdraw their nomination at any time, up to one hour before polls open in the election
- 15.2.6. If a candidate nominates for multiple positions to be elected at the same election, they shall list their order of preference for their preferred position in the event that they win more than one of the positions.
- 15.2.7. In the event that there are insufficient nominations for a position or set of positions by the close of nominations, the Returning Officer shall, if practicable, extend the close of nominations. If it is impracticable to extend the close of

nominations, a subsequent meeting of the executive may be held after the election to appoint members to any positions remaining unfilled.

15.3. Conduct of Election

15.3.1. The election shall be conducted by the Returning Officer with such assistance as they deem necessary.

15.3.2. At the beginning of the election the Returning officer shall verify every attendee's current membership status and eligibility to vote

15.3.3. Nominees will be invited to speak for a maximum of three minutes.

15.3.4. The casting of votes shall be conducted by way of secret ballot and may be conducted either on paper or in any other way that the Returning Officer Sees fit

15.4. Eligibility to Nominate

15.4.1. Any member of the Collective is eligible to nominate for any position

15.5. Eligibility to Vote

15.5.1. Only members of the Collective may vote in elections.

15.6. Results of Election

15.6.1. In the event that the results of the count show that a candidate is elected to more than one position, they shall be elected to whichever of those positions is ranked highest on their list of preferences, and the votes for any lower-ranked positions shall be recounted with the candidate excluded. This process shall be repeated if necessary until no candidates are elected to more than one position.

15.6.2. The Returning Officer shall release the names of the members elected as soon as possible after the counting of votes.

15.6.3. In the event of a draw, all the candidates who are in the draw will be invited to take questions for 3 minute each, and the vote will be retaken,

15.6.3.1. The returning officer must vote, only in the case of an even number of voters in order to ensure a majority vote outcome, otherwise abstaining from the election.

15.7. Disputes

15.7.1. Any disputes regarding the results of the election may be dealt with at a General Meeting of the Collective. In the event of violations of these Regulations or other misconduct or unfair behaviour that may have affected the result of an election, a General Meeting of the Association may, by resolution carried by two-thirds of members present and voting, declare the results of the election to be invalid, and a new election shall be held in accordance with the resolution

15.8. Casual Vacancies

15.8.1. In the event of a casual vacancy arising on the Executive, the Executive may appoint a member to fill the vacancy

15.8.2. A member may only fill a casual vacancy if they are eligible to be elected to the position for which the vacancy has arisen.