



Constitution

of the

School Theatre Support Group

The purpose of this constitution is to formalise the Group's objectives, management and membership terms, along with some necessary policies to ensure that we're legitimate to our sponsors, as well as allowing us to hold a bank account and giving us some protection should things go wrong. However, in general, we are a friendly and informal members' organisation. Having said that, this document forms the terms and conditions of membership, so we do ask that all members at least read and abide by Section 3.

Rules of the Group

1. NAME & STATUS

- 1.1 The Group shall be called the **School Theatre Support Group** ("STSG"), hereafter referred to as "the Group".
- 1.2 "The Rules" herein shall be the rules of the Group as set out in this constitution, as amended from time to time.
- 1.3 The Group shall be a 'non-profit' unincorporated association, operating within the United Kingdom.
- 1.4 The Group and its "Members" (being any person who is a Member of the Group in accordance with these Rules) shall be bound by this constitution, which shall be the Terms and Conditions of Membership.
- 1.5 The Group shall be affiliated with the Association of British Theatre Technicians (ABTT), operating as a committee in accordance with the principles of the Memorandum and Articles of the ABTT (item 48 of the Articles of Association).

2. OBJECTS & POWERS

- 2.1 The primary Objects of the Group shall be:
 - To allow networking and contact opportunities between individuals working in a similar situation;
 - To provide a discussion and problem-solving forum with a wide body of knowledge and experience;
 - To encourage and facilitate training and development; and

- To raise awareness and understanding of theatre work within education.

2.2 To facilitate the above Objects, the Group shall have the power to undertake any activity deemed to be in furtherance of the Group's Objects, including but not limited to:

- Maintaining a membership database;
- Maintaining a bank account and managing the financial affairs of the Group;
- Charging membership subscriptions;
- Providing opportunities to network and make connections between Members;
- Providing access to industry contacts and services;
- Arranging visits and events for the interest of Members;
- Arranging meetings at events which are relevant to the Group, such as trade shows or conferences;
- Maintaining a website and discussion forum on the internet or other such media;
- Arranging training for the benefit of Members;
- Promoting the Group and its activities;
- Developing the theatre craft within education;
- Promoting safety within educational venues;
- Liaising with other relevant organisations and bodies; and
- Arranging social events for the enjoyment of Members.

3. MEMBERSHIP

- 3.1 It is a condition of Membership that Members shall at all times comply with the Rules of the Group and promote the interests and Objects of the Group.
- 3.2 Membership of the Group shall be open to any professionally-employed theatre practitioner with some link to education; primarily (but not limited to) Theatre Technicians and Theatre/Technical Managers working in a school or other educational establishment.
- 3.3 Members shall be 18 years old or older, and in paid employment (full or part-time) by a recognised educational organisation. Students / pupils shall not be able to join.
- 3.4 Membership shall also be available at the Committee/Administrator's discretion for those who have a proven interest in the Group but do not meet the required criteria, and where there is deemed to be no conflict of interest.
- 3.5 Applicants must complete an Application Form (electronic or paper form) as prescribed by the Committee/Administrator, which shall include the applicant's agreement to comply with the Rules of the Group. This requirement may be waived and a Member 'co-opted' provided that the applicant has at least verbally agreed to comply with the Rules of the Group.
- 3.6 Members shall provide their postal address, e-mail address and telephone number upon joining and whenever said contact details are changed, together with any other information that may be deemed to be required by the Committee/Administrator.

- 3.7 Membership subscriptions shall be levied annually at the date and amount specified by the Committee, in accordance with the Membership Categories given below in Section 4.
- 3.8 Membership shall continue until the Member ceases to be eligible, resigns their membership or has their membership suspended/withdrawn (usually due to non-payment of subs). Members must inform the Group Administrator if they cease to be eligible for membership (e.g. leaving employment by a school).
- 3.9 The Committee reserves the right to refuse or retract the membership of any Member who infringes any of the Rules of the Group or whose conduct, in the Committee's opinion, is harmful to the good name of the Group, or renders the Member unfit for membership; such an action not to be undertaken for any unreasonable or discriminatory reason. In such circumstance, no refund shall be given for any monies paid to the Group by said Member.
- 3.10 Members may resign their membership at any time by contacting the Group Administrator. No refund shall be given for any monies paid to the Group.
- 3.11 Members shall consent for the Group to hold the details given on the Application Form (in accordance with Section 9 below), and that such details shall be shared amongst the Group in the form of the Membership Database in accordance with the Group's Objects and powers.
- 3.12 Members shall not in any way use or disclose the contact details of any other Member outside of the Group without the consent of those concerned. The Membership Database shall be considered confidential (see Section 9), including for an indefinite period upon termination of membership.
- 3.13 Members shall not falsely represent the Group, nor do anything which may bring disrepute to the Group's name or other Members.
- 3.14 As an unincorporated association, Members shall accept an equal share of liability for the Group's actions and debts, and shall agree to indemnify any individual Member from sole financial liability where undertaking legitimate Group business with the agreement of the Committee and in accordance with the Rules of Group, excluding any act or omission due to wilful negligence or fraud on the part of the individual Member. The Committee/Administrator shall take all reasonable steps to protect Members from said liability.
- 3.15 Any intellectual property created for the Group by a Member and carrying the Group's identity shall be the property of the Group indefinitely.

4. MEMBERSHIP CATEGORIES

- 4.1 The following Membership Categories shall apply:
- **Full Member** – being a Member who has paid the required subscription. Full Members shall be entitled to the full benefit of any provisions or services provided by the Group. Full Members must renew their membership annually.
 - **Associate Member** – being a Member who wishes to be part of the Group but does not wish (or has omitted) to pay the required subscription. This category shall only be available under special circumstances at the Committee/Administrator's discretion. Associate Members shall normally have equal status to that of Full Member. Associate Members must renew their membership annually.

- **New Member** – being a Member during their first year of membership, from the date of joining until the first renewal date. New Members shall have the same general entitlement as Full Members, but shall not pay any subscription fee. New Members shall not be able to contribute or vote at a General Meeting, and shall not be eligible to serve on the Committee. New Members shall not remain as such for more than one year, except when joining in a grace period set by the Committee/Administrator prior to the annual renewal date, in which case an extended period may be granted until the following year's renewal date.
- **Pending Member** – A Member shall be designated as 'pending' during the period between the membership renewal date and the deadline for payment as set by the Administrator. During this time, the Member shall retain their previous membership status and rights.
- **Lapsed/Suspended Member** – Members shall be deemed to be in arrears with their subscription if payment is not received by the deadline date set by the Administrator. In such cases, the Member shall be automatically demoted to Lapsed Member. If, after all reasonable attempts at contacting the Lapsed Member have been made, no correspondence has been received following a grace period set by the Administrator, the membership shall be suspended or terminated at the Administrator's discretion. Lapsed or Suspended Members shall not be able to contribute or vote at a General Meeting, nor shall be eligible to serve on any Committee, nor shall be able to participate in any Group event.

5. ORGANISATION & MANAGEMENT

- 5.1 The Group shall be managed by a voluntary Committee of Members, with overall management by the Group Administrator (who shall act as chairperson, secretary and treasurer, unless such roles are delegated to other Committee Members).
- 5.2 The Group Administrator shall be an Executive Officer of the Committee for an indefinite period, until such time as the Administrator resigns the position, ceases to be a Group Member or is removed in accordance with Clause 5.10 below. The Administrator shall be subject to the same Rules as other Members (including subscription payments) and shall not receive any form of fee or salary for the position.
- 5.3 Any Full Member shall be entitled to offer themselves as a Committee Member, in which case, they shall become part of the Committee provided that: (a) no reasonable objection is given by the existing Committee or the rest of the Membership; (b) there shall be no more than one Committee Member from any one school or establishment; and (c) there shall be less than a one-tenth ratio of Committee Members to ordinary Members. For the purposes of this constitution, such co-opting of Committee Members shall be as an elected member.
- 5.4 Excepting the Executive Members (see Clause 5.2), Committee Members shall remain in office for a maximum period of five years, or until such time as the Member resigns the position, ceases to be a Group Member or is removed in accordance with Clause 5.10. This period may be extended at the discretion of the other Committee Members if a replacement is not forthcoming or it is deemed to be in the best interest of the Group. Committee Members shall be subject to the same Rules as other Members (including subscription payments) and shall not receive any form of fee or salary for the position.
- 5.5 The Committee/Administrator shall be able to remove Members from the Committee if the said Committee Member does not actively participate with the Committee and does not respond to appropriate communication regarding their position within a reasonable time.

- 5.6 The Committee/Administrator reserves the right to make executive decisions in all matters concerning the Group. Major policy decisions shall be agreed by a majority of Committee Members. In all cases of election, decisions shall be carried on the basis of a clear majority vote. In the event of equal votes, or votes being equal within one vote, the Group Administrator shall have the final decision.
- 5.7 The Committee shall endeavour to meet in person at least once per year (see Clause 7.1), with more regular contact undertaken by e-mail, telephone and/or other such communication methods.
- 5.8 The Committee shall be able to create Sub-Committees for specific purposes, subject to at least one main Committee Member being part of the Sub-Committee. Associate and New Members, who would otherwise be ineligible to serve on the main Committee, may be entitled to participate in a Sub-Committee at the discretion of the main Committee.
- 5.9 Should any Member wish to make a complaint, or appeal against a decision made by the Committee/Administrator, said Member shall have the right to address their concerns to the Committee.
- 5.10 Committee Members, either individually or as a Committee, shall be removed from office following a petition of 'No Confidence' from a majority of the Membership or from a majority of the rest of the Committee. In the event of the entire Committee being removed by the Membership, the Committee shall keep its position until such time as a new Committee can be established or the Group is dissolved (see Section 8).
- 5.11 In the event that the Group Administrator is indisposed or otherwise unable to undertake the required duties for a period of 30 days or more, the Committee shall nominate a new Chairperson from the existing Committee to assume executive powers in order to continue with the normal running of the Group.

6. FINANCE

- 6.1 The Group shall maintain a bank account in the Group's name, under the control of the Committee through the Group Administrator and/or Treasurer should such a role be nominated. The Administrator/Treasurer shall keep proper accounts of the Group, which shall be made available to the Committee at any time on request and also presented at Committee and General meetings.
- 6.2 All membership fees and other money received shall be deposited in the Group bank account.
- 6.3 Payments and withdrawals from the Group's bank account shall be undertaken by the Group Administrator/Treasurer or, in the absence of the Group Administrator/Treasurer, the nominated second signatory from the Committee. The Committee's consent for such payments shall be implied for the general running of the Group and for agreed events or services; e.g. the organisation of a conference, annual website charges, publicity materials, etc. Other payments shall require the majority consent of the Committee.
- 6.4 The Group shall not seek to make financial gain, except to cover costs and/or any surplus funds allocated by the Committee as a reserve or growth fund in order to further the fulfilment of the Group's Objects.

- 6.5 The Group shall not receive or give loans, nor allow the bank balance to fall into debt. The Committee/Administrator shall take all reasonable steps to protect the financial position of the Group.
- 6.6 No Member shall make financial gain from the Group, nor receive any form of payment from the Group, except where owed legitimate expenses or in the provision of a commercial service agreed by the Committee.
- 6.7 An audited report of the Group's financial position shall be presented to Members on an annual basis, and also made available to the Association of British Theatre Technicians (ABTT) for their records.
- 6.8 The Group shall arrange for suitable insurance to protect itself from liabilities during its activities.

7. MEETINGS

- 7.1 A formal Committee meeting shall be held at least once per year, to which a quorum of three Committee members (including the Group Administrator) are required. Only Committee members shall be entitled to contribute to Committee meetings, but ordinary Members can be invited to attend and contribute at the discretion of the Committee. In such circumstance, the Committee may request the ordinary Member(s) to leave the room if it is deemed appropriate for confidentiality.
- 7.2 The Committee shall hold an open General / Members' Meeting at least once every three years (which may be in conjunction with another event), to which all Members shall be entitled to attend. At least one Committee Member must be present, except where matters shall require a vote, in which case the quorum shall be the same as a Committee meeting (see Clause 7.1 above).
- 7.3 Any Member may raise a matter at a General Meeting, provided that the Member has given notice in advance to the Committee/Administrator to that effect.
- 7.4 An Extraordinary General Meeting (EGM) shall be called if it is required to debate a major policy decision or change of status for the Group. In such circumstance, the Committee/Administrator shall give at least 30 days' notice and all Members shall be entitled to attend. The quorum shall be the same as a Committee meeting (see Clause 7.1) except in the case of Dissolution (see Section 8) whereby the required quorum may not be forthcoming.
- 7.5 Minutes of all meetings shall be distributed to Members, and also made available to the Association of British Theatre Technicians (ABTT) for their records.

8. DISSOLUTION

- 8.1 The Group shall be dissolved by a vote of the Membership at an EGM, or at the Committee's discretion if at any time there shall be less than thirty members or less than three Committee Members (should no additional Committee Member(s) be forthcoming).
- 8.2 Should the Committee resign or be removed, and no replacements are found within a reasonable period, the Group shall be dissolved by the outgoing Committee.
- 8.3 In the event of dissolution, any outstanding liabilities shall be settled, and any remaining assets shall be disbanded to another organisation or organisations with similar or related intentions

and/or of charitable status. Should such an organisation not be found, any remaining assets shall be disbanded at the discretion of the Committee, subject to Clause 6.6 above.

9. DATA & PRIVACY

- 9.1 In accordance with Article 5 of the General Data Protection Regulations 2018 (GDPR), all personal data shall be:
- a) *processed lawfully, fairly and in a transparent manner in relation to individuals;*
 - b) *collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;*
 - c) *adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;*
 - d) *accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;*
 - e) *kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and*
 - f) *processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.*
- 9.2 In accordance with Article 6 of the General Data Protection Regulations 2018 (GDPR), the lawful bases for processing personal data are as follows:
- a) **Consent:** *the individual has given clear consent for you to process their personal data for a specific purpose.*
 - b) **Contract:** *the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.*
 - c) **Legitimate interests:** *the processing is necessary for your legitimate interests [or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.]*
- 9.3 A Member shall give their clear consent for the Group to hold the Member's personal data, as required by the Application Form, by the opt-in box on the Application Form.
- 9.4 The information given by Members on the Application Form shall be held in electronic and/or paper form by the Group Administrator. The Administrator shall take all reasonable steps to ensure the security of this data, but, insofar as is allowed by law, the Administrator and the

Group shall not be held liable for any loss or theft of such data, nor any incident arising from the loss or theft of such data.

- 9.5 The Group and its Members shall not use nor disclose Members' details outside of the Group, except in specific circumstances where explicit permission is sought from those concerned (such as limited details being made available to organisations sponsoring or supporting Group events, in which case consent shall be obtained as part of the booking process), or where the Group is required to provide information to a recognised legal authority (e.g. police or court).
- 9.6 Members shall be asked to review and update their personal details at every annual Membership renewal date. **Personal data is retained as long as the Member remains a Member of the Group in accordance with Sections 3 and 4 above.**
- 9.7 Members shall be able to inspect, update or remove their details at any time by contacting the Group Administrator or by editing their own information via the online Membership Database. The latest Membership Database shall normally be available to Members via a secure link on the Group's website (or other such means).
- 9.8 Details of former Members (being those who have resigned their membership or had their membership revoked or terminated) shall be immediately removed from the online Membership Database. **Personal details shall be kept by the Group Administrator for a maximum period of 12 months after the termination of Membership.** The former Member has the right to ask for this information to be permanently deleted with immediate effect. The Group may keep a record of non-personal information, such as the name of the school where the former Member worked, in order to ensure that no further contact is made, or to enable the Group to make contact with a successor.
- 9.9 Should the Group be disbanded, all data shall be destroyed or passed with the agreement of Members to another organisation with similar aims and objectives.
- 9.10 Use of the Group's internet forum is subject to the terms, conditions and rules of the forum provider, 'the Blue Room'. Apart from the Group's use of the forum, the Group and the Blue Room are in no way linked or affiliated. A limited amount of membership data is shared electronically in order to allow Members to have access to the Group's forum. Members may withhold this information by not using the Blue Room service.

10. SOCIAL RESPONSIBILITY

- 10.1 The Group shall operate in an ethical, sustainable and responsible manner.
- 10.2 Membership shall be open to any person fulfilling the criteria stated in Section 3, regardless of race, gender, sexual orientation, ability or age (subject to minimum age limit).
- 10.3 No Group activity shall be undertaken which unreasonably excludes any Member by nature of their race, gender, sexual orientation, ability or age (subject to minimum age limit for Group membership).

11. AMENDMENTS

- 11.1 The Committee/Administrator reserves the right to amend, add to, or remove items from this constitution without notice, except where it might reasonably be deemed a major change of

policy for the Group, in which case the matter shall be opened to discussion and a vote at an Extraordinary General Meeting (see Clause 7.4).

- 11.2 The constitution shall be dated at the end of this document and the latest version shall supersede all others. The latest version shall be made available to Members.

12. DISCLAIMER

- 12.1 Insofar as is allowed by Law, the Group, and/or any person associated with it, shall not be held liable for any loss, damage or injury, in any way, howsoever caused, through, during or associated with the Group's activities.
- 12.2 In any case where any part or provision of these Rules is held to be unlawful, void or unenforceable, then that part or provision shall be deemed to be removed so as to leave valid and enforceable the remainder of the Rules.
- 12.3 This constitution shall be accepted in good faith. Any errors, omissions or contradictions may be overruled by the Committee without notice if deemed to be in the best interest of the Group.

This constitution was formally accepted and adopted by the Committee – February 2006.

Last revised – November 2018.

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