



## North Downs Consort Constitution

### 1. Title

The name of the Society shall be The North Downs Consort, hereinafter referred to as the Consort.

### 2. Objects

The object of the Consort shall be to promote, improve, develop and maintain public education in an appreciation of the art and science of music in all its aspects by the presentation of public concerts; and for the general purposes of such charitable bodies for such other purposes as shall be exclusively charitable as the Committee may from time to time decide.

### 3. Membership

Membership of the Consort shall be of four kinds as defined in the Rules, namely:

- a) Junior Membership which shall be non-voting
- b) Full Membership which shall have full voting rights and powers
- c) Associate Membership
- d) Corporate Membership

The members of the Consort shall be those who pay the annual subscription at the appropriate rate or rates as shall be determined by the Members at the Annual General Meeting, all subscriptions being payable in advance, and in the case of Full Members who shall provide such evidence of musical ability as the Committee may require.

### 4. Officers and Committee

The management of the Consort shall be in the hands of a Committee consisting of the following Officers: a Chairperson, a Secretary and a Treasurer plus no fewer than three and no more than five other members. The Officers and the other Committee members shall be elected by and out of the Full Members at the Annual General Meeting; they shall hold office until the next Annual General Meeting and be eligible for re-election. The Committee shall appoint one of its members to be the NFMS representative. At meetings of the Committee, three members shall form a quorum.

### 5. Management

All the arrangements for the concerts and other events and the control of finance shall be in the hands of the Committee

### 6. Powers

In furtherance of the objects but not otherwise the Committee may exercise the following powers:

- i) Power to raise funds and to invite contributions provided that in raising funds the Committee shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law.
- ii) Power to buy, take on lease or in exchange any property necessary for the achievement of the objects and to maintain and equip it for use.
- iii) Power subject to any consents required by law to borrow money and to charge all or part of the property of the Consort with repayment of the money so borrowed.
- iv) Power to engage such contractors (who shall not be members of the Consort) as are necessary for the proper pursuit of the objects.



- v) Power to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them.
- vi) Power to appoint and constitute such advisory committees as the Committee may think fit.
- vii) Power to do all such other lawful things as are necessary for the achievement of the objects

#### **7. Equal Opportunities**

No individual shall be excluded from membership of the Consort or de-barred from any official capacity on the Committee on the grounds of sex, race, colour, religion, sexual orientation, political affiliation or disability.

#### **8. Finance**

- i) The financial year shall end on 31st July.
- ii) A banking account shall be opened in the name of the Consort and each cheque shall be signed by two Committee members, one of whom must be an Officer of the Committee
- iii) The Consort may receive donations, grants in aid and financial guarantees. Tickets for any or all of its concerts and other events shall be offered for sale to the public.
- iv) The income and property of the Consort whencesoever derived shall be applied solely towards promoting the objects of the Consort as set forth above and no portion thereof shall be paid or transferred either directly or indirectly to any member or members of the Committee except in payment of legitimate expenses incurred on behalf of the Consort

#### **9. Dissolution**

In the event of the Consort being wound up, any assets remaining upon dissolution after payment of proper debts and liabilities shall be transferred to a charitable institution or institutions having similar objects to those of the Consort as decided by the members.

#### **10. Annual General Meeting**

Within 12 weeks of the end of the financial year the members shall be summoned to an Annual General Meeting of which at least fourteen days notice in writing shall be given.

#### **11. Extraordinary General Meeting**

An Extraordinary General Meeting of which at least fourteen days notice in writing must be given to members may be called for by the Committee or upon written request to the Secretary signed by at least 6 members of the Consort.

#### **12. Accounts**

The financial accounts shall be audited or examined to the extent required by legislation or, if there is no such requirement, scrutinised by a person who is independent of the Committee and then submitted to the members at the Annual General Meeting.

#### **13. Amendments**

The Constitution may be amended by a two-thirds majority of the members present at any Annual or Extraordinary General Meeting, provided that at least fourteen days notice of the proposed amendment has been sent to all members and provided that nothing herein contained shall authorise any amendment which shall have the effect of the Consort ceasing to be a Charity.

6th July 1998.