

**The City of Lichfield Concert Band**  
**Constitution**  
**("the Constitution")**

**GENERAL**

1. The name of the organisation shall be The City of Lichfield Concert Band ("the Band").

**MEMBERSHIP**

2. It is the policy of the Band that all persons shall have equal opportunity for membership. The Band welcomes applications for membership.
3. Potential new members will be required to serve an assessment period of two months regardless of their playing standard. During this time (at the Musical Director's discretion), new members may be asked to play a short piece (agreed with the Musical Director in advance) during an informal 'audition' with the Musical Director and one other Band member.
4. During the assessment period, new members may participate in concerts only with the express consent of the Musical Director.
5. At the end of the assessment period, the Musical Director will decide whether to accept the player as a full member ("Member"), subject to ratification by the Committee. Upon acceptance, the new member will receive a copy of the Constitution. All Members will be required to confirm that they have read the Constitution and their willingness to be bound by its contents. The Secretary will keep records of the signed and dated agreement.
6. The name of the Member will be added to the Band membership list at which point Membership Subscriptions will become due. Members joining during the year will pay the appropriate proportion of the Subscription from the point of their acceptance.
7. The Committee may, at its sole discretion, grant Life Membership to any Member of the Band who has rendered special service and has completed at least 15 years Membership. Life Members shall be entitled to all the rights and privileges of Membership, and be subject to the

Constitution.

8. Membership may be terminated by an individual resigning their position, or in exceptional cases, a letter from the Committee. Such forced resignation shall only be deemed effective if agreed by a majority of the Committee, and will always follow an investigation, by a minimum of three members of the Committee, of a formal dispute raised by a Member.
9. A non-member player (“Deputy”) may be invited to take part in rehearsals and concerts, under the direction of the Musical Director, with the prior agreement of the Committee. At the discretion of the Committee, the Deputy may be paid a small fee.

### **RESPONSIBILITY OF MEMBERS**

10. Any instruments, equipment or uniform loaned to a Member shall remain the property of the Band and shall be returned to the Band upon cessation of Membership or at the end of the loan period.
11. Members are expected to care for loaned items in a proper manner; any accidental damage or deterioration should be reported to a Committee member immediately.
12. Players should under no circumstances leave instruments belonging to the Band overnight in a parked vehicle.
13. If a Member’s Band-owned instrument, equipment or uniform is damaged or lost, the Member may be asked, at the discretion of the Committee, to pay up to the current insurance excess or costs, as incurred, for replacement or repair.
14. Members shall not use Band-owned equipment for any purpose other than practice or Band performances except with the express permission of the Committee.
15. Alcohol and food are not permitted on stage during rehearsals or public performances.
16. Members must attend rehearsals and public performances so far as they are able.

17. Reasons for absence from rehearsals should be notified to a member of the section or the Musical Director in advance, wherever possible.
18. Attendance at performances will be determined in advance, e.g. by use of Attendance Schedules. Any change should be notified to the Musical Director as soon as possible.
19. Due to the nature of a specific performance, the Musical Director may determine that a smaller Band is appropriate, and determine the range of individual players that are required, in addition to inviting Members to volunteer to perform.
20. Members must share responsibility for fundraising, publicity and ticket sales under the direction and approval of the Committee. This may include playing and collecting during the lead up to Christmas.

#### **ANNUAL SUBSCRIPTION**

21. The Annual Subscription for all Members shall be an amount recommended by the Committee and subsequently approved at the Annual General Meeting, and reviewed annually thereafter.
22. Annual Subscriptions shall become due on the 1st April each year. Payment may be made in two equal instalments due 1st October and 1st April, or monthly by automated transfer.
23. The Honorary President, Musical Director and Life Members shall not be required to pay an Annual Subscription.
24. A reduced Annual Subscription will be paid by those still at school (i.e. up until the end of Secondary education). This will be paid termly.
25. Any Member who is struggling to pay Annual Subscriptions due to special circumstances must submit a letter to the Committee explaining their reasons.
26. The Committee, on receiving information that any member is unable to pay their Annual Subscription may, at its discretion, excuse payment or determine a reduced subscription for such period as it thinks fit.

27. Any Member who has not paid their Annual Subscription, or instalment thereof, within two months of a due date, shall be considered to be in arrears; their subsequent Membership will then be decided at the next convenient Committee meeting. A Member may be asked to leave the Band if financial arrears are deemed, by the Committee, to be unacceptable.
28. Members who have resigned (or in exceptional circumstances been asked to resign by the Committee) will not receive a refund of any Annual Subscriptions paid by them. Exceptions may be made, by agreement of the Committee, if, for example, resignation is due to the Member moving away, pregnancy / maternity or long-term illness.

### **ANNUAL GENERAL MEETING**

29. The business year shall be 1st January to 31st December and the Annual General Meeting shall be held no later than the last Monday in March.
30. The business to be transacted at the Annual General Meeting shall be:
- a. to approve the minutes of the last Annual General Meeting and any Extraordinary General Meeting(s) and deal with matters arising.
  - b. to receive from the Committee the Annual Report on the year's working
  - c. to receive the Statement of Accounts for the previous year
  - d. to elect all Officers and other members of the Committee for the following year
  - e. to transact any other business relating to the affairs of the Band. Written notice of any proposals or topics for discussion shall be handed to the Secretary not later than two weeks before the meeting. All proposals must be proposed and seconded by Members of the Band. No other business will be discussed.
  - f. to set the level of the Annual Subscription for the following year.
31. The Secretary shall give not less than 4 weeks notice of the date, time and place of the meeting. The full agenda shall be displayed at rehearsal for one week prior to the meeting.

### **EXTRAORDINARY GENERAL MEETING**

32. An Extraordinary General Meeting shall be called by the Chair in the following cases:
- a. upon the direction of the Committee

b. on a requisition signed by seven Members of the Band stating the special object of the meeting.

33. The meeting shall consider only that business for which it was called.

34. The Secretary shall give not less than 14 days notice of the date, time, place and special object of such meeting.

### **COMMITTEE (“the Committee”)**

35. The Committee shall consist of the Chair, Secretary, Treasurer, Engagement Secretary, Publicity Officer, Child Protection Officer and up to two Band Representatives.

36. All Committee members shall be appointed annually at the Annual General Meeting.

37. Any Committee member may be removed from office by a resolution supported by a majority of at least two thirds of the Members present at an Extraordinary General Meeting called for that purpose.

38. The Committee may choose to nominate one of its members to act as Deputy Chair.

39. In a situation where a vote by Members is tied, the Chair (or Deputy Chair if the Chair is absent) shall hold a casting vote, which must always be used to maintain the status quo.

40. The Committee shall hold regular meetings on an agreed date, however other Committee meetings may be called by the Chair or Deputy Chair (only) as the need arises.

41. Band Members may attend a meeting of the Committee, by request or invitation, but will not be able to vote.

42. Any four members of the Committee shall form a quorum providing the Chairman or Deputy Chair is present.

43. Any Member in receipt of a salary or honorarium from the Band can serve on the Committee in

an advisory capacity only, and will not be entitled to vote.

44. The Committee shall administer the affairs and finances of the Band in a manner consistent with the Constitution and within the financial means of the Band.
45. Any Member may be co-opted to fill a vacancy arising on the Committee during the year, subject to being nominated and seconded by other Members, and a majority vote of Members present.

## **MUSICAL DIRECTOR**

46. A Musical Director may be appointed by the Committee following the agreement of at least fifty per cent of the current Members. This vote may be taken at an Annual General Meeting or Extraordinary General Meeting.
47. The Committee shall bring the recommendation after a process of identification, interview etc. as it determines appropriate. This may include invitations to conduct at one or more of the Band's regular rehearsals.
48. The Musical Director may be given an honorarium at a level recommended by the Committee and agreed by the majority present at an Annual General Meeting or Extraordinary General Meeting.
49. The Musical Director shall be appointed to serve for a period of three years which could be renewed by mutual agreement following the same process.
50. The Musical Director should give three months notice of any intention to withdraw early.
51. Any decision of the Band, at an Annual General Meeting or Extraordinary General Meeting, to discontinue the services of the Musical Director, would require a vote of at least two thirds of the Membership of the Band.

## **FINANCES**

52. The funds of the Band shall be kept in bank or building society accounts approved by the Committee.

53. Bank or building society accounts in the name of the Band may only be opened upon approval by the Committee.
54. Cheques shall be signed by any two of the following: Chair, Deputy Chair, Treasurer, Secretary.
55. The Committee will receive regular reports of the financial state of the Band and may administer such funds as may be placed at the disposal of the Band, including investment and/or borrowing for the furtherance of the purpose of the Band.
56. The financial year shall end 31st December.
57. The annual accounts are drawn up by the Treasurer and an accountant, then verified by an independent examiner.
58. The annual accounts of the Band shall be submitted to the Annual General Meeting for approval.
59. No individual Member may commit the Band to any expenditure, without prior approval.
60. Expenditure exceeding £100 shall be authorised by the Committee. Expenditure up to £100 may be authorised by one of the Chair, Treasurer or Deputy Chair.

## **VOLUNTEERS**

61. The Committee shall be supported by other Members of the Band, or wider supporters of the Band, who volunteer to take responsibility for specific tasks, on a year by year basis, such as:
  - a. Music library and catalogue
  - b. Website
  - c. Uniform
  - d. Tickets
  - e. "Front of house" at performances, particularly Guildhall concerts
  - f. Stand banners
  - g. Programmes
  - h. Raffles

- i. Fundraising
- j. Tea / coffee rota for rehearsals
- k. Social events
- l. Tours.

**DISSOLUTION**

62. A resolution to discontinue the work of the Band shall be considered at a General Meeting of which proper notice has been given and at which not less than one half of the Members shall be present.

63. If the resolution is passed, any property and monies belonging to the Band, after payment of expenses and liabilities properly incurred, shall not be distributed to its Members, but shall be devoted to some charity or charities having objects similar to those of the Band, or to some other charity.

**AMENDMENT OF CONSTITUTION**

64. The Constitution may not be altered except at an Annual General Meeting or an Extraordinary General Meeting called for that purpose.

65. A proposal to make any alteration to the Constitution shall not be effective unless it is carried by a majority of the Members present at the meeting.

**FINAL STATEMENT**

66. This Constitution, approved at a Committee Meeting on 12 May 2011, following the Annual General Meeting on 28 March 2011, replaces any and every former Rules or Constitution.

Signed ..... (Chair)

Date.....

I confirm that I have received, read and accept the Constitution of The City of Lichfield Concert Band.

Signed ..... (Member)

Name (please print).....

Date.....