



THE CONSTITUTION OF THE RICHMOND BRASS BAND
(Last reviewed and accepted by the Acting Committee on 08/11/2017)

1. NAME

1.1. The name of the band shall be **THE RICHMOND BRASS BAND**.

2. OBJECTS

2.1. Foster the public knowledge and appreciation of brass band music by means of public engagement and performance

2.2. Facilitate musical advancement of its members and help fulfil their musical aspirations

2.3. Support charitable institutions or purposes within the local community.

3. MEMBERSHIP

3.1. Definitions

Ad-hoc member	a player who has been accepted into the band on a non regular basis at the discretion of the Musical Director based on requirement and after accepting the conditions of membership.
Applicant	a player who wishes to join the band as a full time or ad-hoc member
Band property	defined as equipment that is owned by the band which can be loaned to members or stored at rehearsal premises i.e all percussion equipment, chairs, music stands, music, uniforms, instruments, cases and mutes etc.
Full time member	a player who has successfully applied to be a full time member of the band after accepting the conditions of membership.
Member	a player who has successfully applied to be a full time member or ad-hoc member in the band after accepting the conditions of membership
Nominated person(s)	a person or person(s) who have been authorised by the Committee to be responsible to coordinate a particular task or group of tasks on behalf of the band.
Notification route	the agreed method of communicating with nominated person(s) is usually by email or text message (for on day notifications i.e unexpected lateness at rehearsal).
Regular rehearsal	regular rehearsal is defined as no less than 50% of total rehearsals within a 3 month period.
Trial period	a period of time (up to 4 weeks) before an applicant is made a full time member or ad-hoc member of the band.
Visiting player	a player who wishes to play with the band on a short term basis (usually a short term visitor to the area).

3.2. Applying to play with the band

3.2.1. Applications to join the band as a **full time member** will only be accepted if a **vacancy** exists.

3.2.2. Applications to join the band as an **ad-hoc member** will be accepted in exceptional

circumstances at the discretion of the Musical Director based on requirement and/or player standard and commitment.

- 3.2.3. Applications to play with the band as a **visiting player** will be accepted based on requirement for particular rehearsals, concerts or contests.

3.3. Trial period

- 3.3.1. Any **applicant** wishing to join the band as a **member** will be subject to a **trial period** of up to 4 rehearsals.
- 3.3.2. At the end of the **trial period**, the Musical Director will discuss membership options and responsibilities with the **applicant**.
- 3.3.3. An applicant will be eligible to become a member of the band if they are at, or have the potential to achieve a standard that meets the requirements of the band as determined by the Musical Director in agreement with the Committee of Management.
- 3.3.4. If an **applicant** is accepted as a **member**, he/she will be able to borrow **band property**.

3.4. Persons under 18

- 3.4.1. Persons under 18 are eligible to apply for membership if they meet the criteria in 3.2.
- 3.4.2. If a person under 18 is accepted as a **member** of the band a condition of membership is that they be accompanied by a nominated adult.
- 3.4.3. The band will perform up to 2 concerts a year at which persons under 18 who are not **members** of the band will be permitted to play with the band if invited by the Musical Director.

3.5. Conditions of membership

Attendance

- 3.5.1. **Full time members** will be expected to attend **regular rehearsals**.
- 3.5.2. **Ad-hoc members** will be expected to attend a rehearsal/engagement schedule as agreed with the Musical Director.
- 3.5.3. **Members** should arrive at rehearsals and engagements with adequate time to ensure that they are warmed up and ready to play at the times specified by the Musical Director or **nominated person(s)**.

Apologies

- 3.5.4. **Members** will be expected to give prior notice of planned absence to the **nominated person(s)** using the appropriate **notification route** in order that deputies may be sought.
- 3.5.5. **Members** should notify the **nominated person(s)** by the appropriate **notification route** as early as possible in the event of unplanned absence or lateness.

Set up/set down

- 3.5.6. **Members** reasonably able to do so should be prepared to assist with the setting up and clearing away of **band property** prior to rehearsals and engagements.

Information requests

- 3.5.7. **Members** should endeavour to respond to requests for information, such as availability for rehearsals, contests and band engagements within the time-frame specified by the **nominated person(s)** to collect that information, where it is reasonable for them to do so.

Development

- 3.5.8. **Members** will be expected to demonstrate personal development including allocating an appropriate amount of time to rehearse parts at home.
- 3.5.9. Exceptional circumstances that will impact upon rehearsal time will be agreed in advance with the Musical Director.

Engagements

- 3.5.10. **Members** should be prepared to commit to a reasonable number of engagements generally 50% or more unless previously agreed with the Committee.

Player conduct

- 3.5.11. **Members** whose conduct is inconsistent with the conditions of membership as outlined in the constitution will have an opportunity to explain their actions to the Committee.
- 3.5.12. In exceptional circumstances, and only upon a two thirds majority vote of the Committee, a member can be suspended or expelled from the band.

3.5.13. Suspended or expelled members will have an opportunity to appeal against the decision of the Committee by general vote of the band at a Special General Meeting.

Subscription fees

- 3.5.14. **Members** shall be required to pay monthly subscription fees at levels set by the Committee.
- 3.5.15. Any **Member** with difficulty paying subscription fees may contact the Committee or Chairperson in confidence who shall have the authority to waive, suspend or modify the subscription fee in the case of that **member**.

Property

- 3.5.16. **Members** have a responsibility to sign for, via the Property Officer or nominated deputy, any equipment they borrow from the band including instruments, mutes, uniforms and other equipment.
- 3.5.17. Only **Members** paying subscription fees or **Members** for whom arrangements have been made under 3.5.15 may loan property from the band.
- 3.5.18. **Members** should ensure that they do not take music of which there are no additional copies away with them if they are aware they cannot attend the following rehearsal or engagement.
- 3.5.19. **Members** that have in their possession music that will be required for a rehearsal or engagement they cannot attend should take all reasonable steps to ensure the music is returned before the said event.
- 3.5.20. **Members** have the responsibility to ensure they have the appropriate uniform in advance of public engagements by discussing with the **nominated person(s)**.
- 3.5.21. **Members** should wear full band uniform at all public engagements (unless otherwise directed).
- 3.5.22. **Members** are responsible for the proper care and maintenance of any equipment, instruments, uniforms or other property borrowed from the band. Any loss or damage should be notified to the Property Officer as soon as practicably possible.

Leaving the band

- 3.5.23. **Members** resigning from the band should give reasonable notice to the Committee of their intention to leave the band.
- 3.5.24. **Members** leaving the band should return all band property and uniform to the Property Officer as soon as practicably possible.

4. OFFICERS

4.1. The officers of the band shall consist of:

President
Vice-Presidents
Trustees
Auditors
Chairperson
Secretary
Treasurer
Musical Director

Assistant Musical Director
Band Manager
Property Officer
Public Relations Officer
IT Manager
Librarian
Contest Secretary

who shall be appointed at the Annual General Meeting (except the Musical Director and Assistant Musical Director which shall be at a Special General Meeting) and shall remain in office until resignation or their successors are appointed

- 4.2. Any officer of the band shall be removable at any time by a majority of three quarters of the members present at a Special General Meeting called for that purpose.
- 4.3. Any officer position may be held by two persons jointly.
- 4.4. Officers may hold multiple positions providing that the Trustees, Secretary and Treasurer are different individuals.
- 4.5. The officers of the band may receive such salary or honoraria as the members may from time to time determine.
- 4.6. If an officer position is not filled at the Annual General Meeting or becomes vacant due to resignation it may be filled at a Special General Meeting.

5. COMMITTEE OF MANAGEMENT

5.1. The Committee of management shall consist of:

Chairperson
Secretary
Treasurer
Musical Director
Assistant Musical Director
Band Manager

Property Officer
Public Relations Officer
Librarian
IT Manager
Contest Secretary
1-3 Ordinary members

5 to form a quorum.

5.2. Committee meetings to be held quarterly and at other times to be decided by the Committee.

5.3. The members constituting the Committee to be elected at the Annual General Meeting or Special General Meeting convened for that purpose.

6. AUTHORITY OF THE COMMITTEE

6.1. The Committee shall have the power to reprimand, suspend, or expel any member who shall infringe any rule, or whose conduct shall, in the opinion of the Committee, render him unfit for membership of the band but no member shall be suspended or expelled without first being summoned before the Committee to explain their conduct nor unless a two thirds majority of the Committee in attendance shall vote for their suspension or expulsion. Any member so suspended or expelled by the Committee shall have the right to appeal to a Special General Meeting of the band.

6.2. The Committee shall have power to give orders for such goods to be supplied, and work to be done as may be deemed necessary for carrying out the purposes for which the band is constituted, but nothing in this rule shall empower the Committee to incur expenditure except as is consistent with the purposes for which the band is established.

6.3. No officer of the band shall have power to order goods or dispose of the property or funds of the band, except as in so far as it is consistent with his duties and in consultation with the Treasurer, subject to a monetary limit as determined at the Annual General Meeting. Expenditure above the monetary limit shall require a majority vote by the Committee.

6.4. The Committee shall have power to lend any musical instruments, music, uniforms, or any other property, under the strict supervision of the Property Officer, to members of the band, and each member shall be responsible for any damage to any property of the band whilst in their possession.

6.5. Any Committee member can call for a matter under discussion by the Committee to be put to a vote of the full band at a Special General Meeting.

7. TRUSTEES

7.1. There shall be three Trustees, who shall have power to scrutinise the books and accounts at any time, and shall do so at least once a year after having given due notice to the Secretary and Treasurer.

7.2. All the property of the band shall be vested in the Trustees.

7.3. The first Trustees shall be appointed by the band and every vacancy among the Trustees shall from time to time be filled up at the Annual General Meeting or Special General Meeting next after the occurrence of the vacancy.

7.4. The election shall be by a majority of the members present, voting upon a resolution for such an appointment. No member shall be elected a Trustee without his consent first being obtained. No person shall at any time be a Trustee as well as Secretary or Treasurer of the band

- 7.5. A Trustee may be removed from office for any reason which may seem sufficient by a resolution passed by a majority of the members present and voting thereon. Unless so removed every Trustee shall hold office until he resigns or ceases to be a member of the band.

8. SECRETARY

- 8.1. The Secretary will carry out the directions of the Committee and subject to such direction, shall receive monies on behalf of the band and pay the same to the Treasurer. The Secretary or the Contest Secretary or a duly appointed deputy shall attend all meetings and take the Minutes of the Proceedings. All business and correspondence shall be brought before the Committee for confirmation.

9. TREASURER

- 9.1. The Treasurer shall receive all monies belonging to the band and shall keep such accounts and pay such expenses of the band as the Committee shall direct and shall, when required to do so, render to the Committee, or Trustees, or General Meeting, and account of the monies received and expended by him/her on behalf of the band.

10. MUSICAL DIRECTOR

- 10.1. A Musical Director shall be appointed at a Special General meeting.
- 10.2. The Musical Director, or in his/her absence the Assistant Musical Director, will have complete control over the band at all rehearsals and performances.
- 10.3. The Musical Director shall not be a member of the band and will not be eligible to at vote the Annual General Meeting or Special General Meeting, unless the Musical Director was previously a member of the band under section 4 and does not resign from membership when taking up the position of Musical Director.
- 10.4. The Musical Director shall be responsible for selecting which members shall perform at contests and engagements through a method agreed between the Musical Director and the Committee.

11. PROPERTY OFFICER

- 11.1. The Property Officer shall be responsible for the upkeep of instruments, uniforms and accessories and shall keep a register of the whereabouts and condition of all the property of the band.
- 11.2. All property of the band shall be inspected a minimum of once per year. This will be the responsibility of the Property Officer who shall report to the Committee regarding any changes to the condition of that property.

12. ENGAGEMENT OF THE BAND

- 12.1. The Committee shall be at liberty to pay travelling expenses of the members or guest players taking part in any engagements.
- 12.2. Any travelling expenses should be agreed in writing before the member or guest player is employed. Full receipts or invoices for expenses should be provided to the treasurer prior to the release of funds.

13. PROPERTY AND INCOME OF THE BAND

- 13.1. The property and income of the band shall be applied solely towards the promotion of the Objects.
- 13.2. Any member having in his possession any property of the band shall, at any time when required by the committee or the Trustees, return the same to the Property Officer within 14 days from the receipt of written demand.

- 13.3. No item of band property should be taken from the band premises except by a fully paid up member of the band under the direction of the Property Officer.

14. ANNUAL GENERAL MEETING

- 14.1. The Annual General Meeting of the band shall be held during March or April on a day to be fixed by the Committee of which at least 14 days notice shall be given by email and announcement at rehearsal.
- 14.2. The business of the meeting shall be:
- 14.3. to confirm the minutes of the previous Annual General Meeting
- 14.4. to receive the Committee's report of the year's working.
- 14.5. to receive the Treasurer's report and Statement of Accounts
- 14.6. to elect Officers and Committee for the ensuing year
- 14.7. to transact any other business relating to the affairs of the band, of which 48 hours notice has been given.
- 14.8. Members have a responsibility to make every effort to attend the Annual General Meeting of the band.
- 14.9. Only full time members of the band as defined in section 3.1 have the right to vote at the Annual General Meeting.

15. SPECIAL GENERAL MEETING

- 15.1. The Committee shall have power to call at any time a Special General Meeting, notice of which shall be given to members at least seven days prior to such a meeting.
- 15.2. Any member being dissatisfied by any decision of the Committee may demand a Special General Meeting by producing a requisition signed by at least a quarter of the members of the band, and which shall be submitted to the Secretary.
- 15.3. Only full time members of the band as defined in section 3.1 have the right to vote at a Special General Meeting.

16. ALTERATION OF RULES

- 16.1. These Rules may be altered at the Annual General Meeting or a Special General Meeting called for that purpose, notice of any proposed alteration shall be given by email and announcement at rehearsal at least seven days prior to the Meeting.
- 16.2. No Rule may be altered unless such alteration be supported by a clear majority of at least two thirds of the members present at the Meeting.

17. SUB-COMMITTEES

- 17.1. The Management Committee shall have power to form Sub-Committees and co-opt members to serve on such Committees as may be deemed necessary. Sub-Committees

shall periodically report their proceedings to the Secretary and shall conduct their business in accordance with the Management Committee.

18. DISSOLUTION

- 18.1. The band shall not be dissolved for so long as there are five active playing members who are willing to attend regularly and work to rebuild the band to normal strength. In the event of dissolution the disposal or retention of the property and monies belonging to the band shall be the responsibility of the Trustees to deal with in a way consistent with the Objects.