

**The Wellington District Theatre Federation (WDTF)  
Incorporated  
Constitution and Rules**

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## ***Preamble***

The Wellington District Theatre Federation Inc. (WDTF) was originally a subset of the New Zealand Theatre Federation (NZTF), subsequently called Theatre New Zealand Inc. (TNZ). NZTF was constituted in 1969 to take over the roles, activities, powers, assets liabilities and effects of two former organisations known as The New Zealand Drama Council and The British Drama League (New Zealand Branch) Incorporated. WDTF's area of operations includes the Greater Wellington area and other areas as far north as and including Masterton and Levin.

## ***1. Name***

The name of the organisation is "WELLINGTON DISTRICT THEATRE FEDERATION (INCORPORATED)", referred to in these rules as the "WDTF". The area of operations is referred to as the 'District'.

## ***2. Purpose***

The Purpose of the WDTF is:

- i. To promote theatre in the Wellington District.
- ii. To encourage high standards in all aspects of theatre including performance, production, staging, design and writing.
- iii. To foster the appreciation and study of theatre.
- iv. To promote Theatre New Zealand and its activities.

## ***3. Functions***

The functions of the WDTF are:

- i. To act as a regional consultative and advisory body on all aspects of theatre within the District.
- ii. To receive, collate and distribute information on any aspect of theatre.
- iii. To conduct or arrange courses, festivals or competitions in any aspect of theatre.
- iv. To promote high standards in theatre presentation and study.
- v. To represent members of TNZ within the District at national or other meetings of the TNZ.

## **4. Powers**

To do all things that are necessary, incidental or conducive to attaining the Objects set out in Clause 2 above.

## **5. Membership**

Membership of the WDTF shall comprise all members of TNZ which or who operate or reside within the District. That is:

- i. Member Groups (including schools and colleges) of TNZ
- ii. Individual Members of TNZ
- iii. Life Members of TNZ or WDTF

### **NOTE:**

Categories (i) and (ii) will become members when their application for membership is accepted by TNZ. Category (iii) will be (for life members of TNZ) nominated by the National Executive of TNZ and elected by TNZ at a General Meeting OR (for life members of WDTF) nominated by the District Executive of WDTF and elected by the WDTF at a General Meeting save the District Executive can, in exceptional circumstances, appoint someone as a life member of WDTF with that appointment confirmed at a subsequent AGM.

In these rules, the term 'person' shall not (except where the context otherwise requires) include a group. The term 'Member' shall, except where the context otherwise requires, refer to and include a Member of any or all of the three categories given above.

In the event of TNZ changing its categories of and conditions for membership then the membership of WDTF shall automatically alter to reflect any such changes save that WDTF reserves the right to determine its own rules for electing life members of WDTF.

## **6. Acceptance, Refusal and Determination of Membership**

- i. The relevant rules of TNZ will apply for all categories of membership.

## **7. Resignation**

- i. Any Member desiring to resign membership shall so advise the TNZ in accordance with the Rules of TNZ. Any member who resigns from TNZ shall automatically cease to be a member of WDTF unless that person is also a Life Member of WDTF.

- ii. A Life Member of WDTF can resign that life membership by writing to the District Executive to that effect. The resignation will take effect once the letter of resignation has been presented to the next available meeting of the District Executive.

## **8. District Executive**

- i. The management of the affairs of the WDTF shall be entrusted to the District Executive, which shall be appointed in accordance with subsequent sub-clauses of this clause and which may exercise, at District level, all powers of TNZ which are not, by its rules, expressly required to be exercised by TNZ in General Meeting or by the National Executive or by the WDTF in General Meeting.
- ii. Each Member Group located within the boundaries of the District and which has as its main objective the participation in recreational theatre activities shall be entitled to nominate one representative to serve on the District Executive and shall be entitled to nominate an alternative representative should its regular representative be unable to attend any meeting. An eligible Member Group may not appoint someone as its representative anyone who is already representing another Member Group on the District Executive.
- iii. The WDTF District Executive shall consist of:
  - (a) representatives who are nominated under clause (8)(ii) above, and
  - (b) up to an additional five people who are eligible to be appointed (as set out in 8(iv) below), either through election by the WDTF Annual General Meeting or co-opted by the District Executive. Anyone so elected or co-opted shall serve until the next AGM unless they resign their position or cease to be eligible. Such a person is eligible for re-appointment provided they continue to satisfy the eligibility conditions
- iv. Those eligible to be elected or co-opted as a member of the District Executive are Life Members, Individual Members, paid-up members of Member Groups and representatives of Member Groups that do not have the participation in recreational theatre as their main objective.
- v. Member Groups may, at their own initiative, appoint, remove or substitute their representatives on the District Executive at any time. In such a situation the onus is on the Member Group to inform the District Executive that it has appointed or removed or substituted its representative. The District Executive reserves the right to refuse to permit any individual from participating on the District Executive until the District Executive has satisfied itself that the individual is entitled to so participate.
- vi. Each WDTF Annual General Meeting shall elect such officers as it may determine, provided that the persons so elected are qualified for membership of the District Executive under the provisions of clauses (8)(ii) and (8)(iv) above but further provided that in the event that a Member Society removes or substitutes a representative who is also an officer of the District Executive, the District Executive may, by simple majority, resolve to retain that person as an officer until its next Annual General Meeting.

- vii. If any member of the District Executive dies, resigns or forfeits membership of the District Executive by virtue of failure to attend three consecutive meetings unless leave of absence has been granted, the District Executive shall, if (s)he is a member under (ii) above, invite the Member Group to nominate a substitute.
- viii. The funds of the District Executive shall consist of such monies as it itself may raise or which may be made available by the National Executive but excludes any subscriptions or payments due to the TNZ.
- ix. The District Executive may make such rules for the conduct of its affairs as are not contrary to any provision of the Constitution and Rules of TNZ, and copies of any such rules are to be forwarded to the National Executive within 28 days for confirmation that they are not contrary to anything contained in those rules and shall not come into effect until such confirmation is received by the District Executive.
- x. The District Executive shall meet at least seven times per calendar year. The quorum for any District Executive meeting shall be four members physically present of which at least two must be Group Representatives. The District Executive may, at its discretion, permit any Group Representative whose Group is based outside the boundaries of the City of Wellington to participate in District Executive meetings by use of telephone or by use of a mutually agreed "Voice over Internet" platform. The costs (if any) of any such remote participation are the responsibility of the relevant Member Group.

## **9. Annual General Meetings**

The Annual General Meeting of the WDTF shall be held in each year, on such date and at such time and place as the District Executive may determine but within six months of the end of the Financial Year, for the purpose of:

- i. Receiving and considering the report of the District Executive.
- ii. Receiving and considering the Balance Sheet and Income and Expenditure Account for the preceding financial year.
- iii. Receiving notification of the names of the representatives of eligible Member Groups who will sit on the District Executive under clause (8)(iii)(a)
- iv. Electing any additional members of the District Executive as in clause (8)(iii)(b) above.
- v. Electing officers of the District Executive as in clause (8)(vi) above.
- vi. Appointing a Financial Reviewer as in clause (10)(ii) below.
- vii. Considering any recommendation of the District Executive to elect any person as a Life Member of the WDTF, as in clause (5) above.
- viii. Considering such other business as may be stated in the notice convening the meeting.

- ix. Dealing with any other business, which the District resolves, by motion passed at the Annual General Meeting, to consider notwithstanding that notice of such business has not previously been given.

## **10. Accounts of the District Federation**

- i. The District Executive shall cause true accounts to be kept of the sums received and expended by it and such other accounts as may be necessary for the efficient conduct of its affairs.
- ii. A suitable person, not being a member of the District Executive shall be appointed Financial Reviewer at each Annual General Meeting of the District Federation, or in accordance with instructions given by the Annual General Meeting, and the District Executive shall cause the accounts to be Reviewed at least once in each financial year by said Financial Reviewer.
- iii. There shall be laid before the Annual General Meeting of the District a Balance Sheet and an Income and Expenditure Account for the preceding financial year, duly certified by the said Financial Reviewer.
- iv. The WDTF can, by resolution carried by a simple majority at a General Meeting, require the appointment of a suitably qualified person to carry out a full Financial Audit at a cost to be agreed between that person and the District Executive. Such a General Meeting could be an Annual General Meeting provided that notice of the intention to put such a resolution has been included in the Notice calling that Meeting; or at a Special General Meeting called under the provisions of clause 11 below.

## **11. Special General Meetings**

- i. On application to the District Executive of at least three Member Groups, a Special General Meeting shall be called for a date not later than two months after an officer of the District Executive receives the application, unless an Annual General Meeting is scheduled within that period.
- ii. A Special General Meeting of the WDTF may be held for the purpose of considering, and, if necessary, taking action, with reference to any motion of business of which due notice shall have been given and shall be called by the Secretary on the direction of the District Executive.

## **12. Attendance, Representation and Voting at any General Meeting of the District Federation**

- i. All Member Groups apart from those whose main objective is not the participation in recreational theatre activities, by their duly-authorized representative, may attend, speak

and vote at any General Meeting and shall be entitled to exercise two (2) votes on any issue before that meeting.

- ii. All Member Groups whose main objective is not the participation in recreational theatre activities, by their duly-authorized representative, may attend, speak and vote at any General Meeting and shall be entitled to exercise one (1) vote on any issue before that meeting.
- iii. Individual and Life Members may attend and speak at any General Meeting and shall have one (1) vote on each vote before that meeting. Any such member who is also the representative of a Member Group can only vote in one capacity.
- iv. All members of Member Groups, other than the duly authorized representative thereof, may attend and speak at any General Meeting but may not vote.
- iii. Any member of the National Executive may attend and speak at any General Meeting of the District but may not vote.
- v. The quorum at any General Meeting shall be the appointed representatives of one half of the Member Groups at the time of the meeting, OR seven people who are eligible to be on the District Executive as set out in 8(ii) and 8(iv) above of which at least four must be the appointed representatives of Member Groups, whichever is fewer.
- vi. No business except the appointment of someone to chair the meeting shall be conducted at any General Meeting unless the requisite quorum is present.
- vii. The President, or in his or her absence the Vice President, shall take the chair at any General Meeting. If, within ten minutes of the time appointed for such a meeting there is no President or Vice-President available or willing to take the chair then the members present by simple majority shall choose someone to chair the meeting from amongst those present who are eligible to attend and vote.
- viii. If within fifteen minutes from the time appointed for holding any General Meeting, a quorum as defined in (v) above is not present, such meeting shall stand adjourned to such date, time and place as the Chairman may appoint. A minimum of 14 days' notice of the date, time and place so appointed shall be given to all members.
- ix. On any vote being taken at any General Meeting the Chair shall, if there be an equality of votes, have a casting vote in addition to any other vote or votes which the Chair may be entitled to exercise.
- x. The voting on any matter before any General Meeting, including the election of President, Vice President, Secretary and Treasurer, shall be by open vote, except where a majority of persons present and entitled to vote resolve to vote by secret ballot.
- xi. Any member who has not paid all fees and subscriptions due to TNZ before the date of any General Meeting shall not be entitled to attend or be represented at such a meeting.
- xii. Any Member Group or individual entitled to vote at an AGM may appoint a proxy to exercise its vote. Any such proxy must be otherwise entitled to attend the AGM under

the terms of 12 (i), (ii), (iii), (iv) or (v) above. The notification of a proxy must be lodged with the WDTF Secretary at least 24 hours before the start of the meeting.

### **13. Vacancies**

- i. If a vacancy should occur in the office of President, the Vice-President shall automatically fill such vacancy and the office of Vice-President may then be filled from the members of the District Executive by simple majority vote.
- ii. If a vacancy should occur in the office of Treasurer or Secretary, that office may be filled by appointment decided by the District Executive by simple majority vote.
- iii. Any other vacancy occurring in the District Executive may at any time be filled in the same manner as the appointment to that position was originally made.

### **14. Nomination and Remits**

- i. Remits to be considered at any General Meeting, and nominations for the offices of President, Vice-President, Secretary and Treasurer shall be delivered to the Secretary at least 28 days before the Annual General Meeting, and the Secretary shall by notice give to the Members a list of such nominations and remits at least 14 days before the meeting.
- ii. Each remit or nomination shall be in writing and signed by two officers of a Member Society.
- iii. In the event that no nominations have been received for one or more of the above positions, nominations may be accepted from the floor.

### **15 Financial Year**

The financial year of the District Federation shall commence on the 1st of January of each year.

### **16. Report of District Executive**

The District Executive shall make available at the Annual General Meeting, a report on the activities of the District Federation during the preceding financial year and a copy of the Annual Accounts for that year. These reports and accounts shall be distributed to TNZ, members of the

District Executive, Member Groups and Individual and Life Members after the Annual General Meeting.

## **17. Minutes**

- i. Minutes shall be kept of all General Meetings of the District Federation and the meetings of the District Executive, and shall be made available to all members on request.
- ii. Copies of the minutes of all meetings of the District Executive shall be distributed to all members of the District Executive. It is the responsibility of each Member Group representative on the District Executive to convey the decisions of the District Executive to the relevant Member Group. In the event that a Member Group has not nominated a representative to the District Executive the onus lies on the Member Group to seek any relevant information from the District Executive. That is, there is no responsibility on the part of the District Executive to convey its decisions to non-represented Member Groups beyond any routine newsletter which the District Executive might from time to time issue to all members.

## **18. Notices**

- i. Any notice required by these rules will be deemed to have been given if and when posted or e-mailed to the relevant addressee at the last known address.
- ii. At least twenty-eight days' notice of the date, time and place so fixed for an Annual General Meeting shall be given to all members of the District.
- iii. At least twenty-eight days' notice of the date, time and place so fixed for a Special General Meeting and the business to be transacted at the Meeting shall be given to all members.
- iv. In the event of disagreement over whether notice was given the fact of a relevant notice on the WDTF Website and/or Facebook (or any similar social media site which the WDTF might from time-to-time utilise) shall be deemed to be sufficient notice.

## **19. Alteration of Rules**

The Constitution and Rules of the WDTF may be altered by way of repeal, amendment or addition by resolution of any General Meeting provided that at least twenty-eight days' notice in writing of intention to propose such an alteration shall have been given to each member before the meeting at which the proposal is made and provided that no such addition or alteration or recession of the rules shall be approved if it affects the non-profit aims, personal benefit clause or the winding up clause of the WDTF.

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## **20. Payments to Members**

No member of the WDTF, nor any person associated in any fiduciary manner with a member, shall participate in or materially influence any decision made by the WDTF in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever.

Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## **21. Validation of Acts**

No act or purported act of the WDTF or of any General Meeting or any meeting of the District Executive shall be invalid or invalidated solely by any failure to give notice or to do any act, matter or thing within or by the time limited for so doing in these rules.

## **22. Winding Up**

If upon winding up or dissolution of the WDTF there remains after the satisfaction of all debts and liabilities any surplus funds or assets whatsoever the same shall not be paid or distributed among the members of the WDTF but shall be given or transferred to Theatre New Zealand Inc. or its successor having objects similar to the objects of the WDTF, or to some other charitable organisation or purpose, within New Zealand.

## **23. Common Seal**

The Common Seal of the WDTF shall be held by the Secretary, who shall be responsible for the safe custody and control thereof. Whenever the Common Seal is required to be affixed to any deed, document, writing or other instrument the seal shall be affixed pursuant to a resolution of the District Executive and in the presence of two members of the District Executive thereby authorised to affix the seal who shall sign the document or instrument to which the seal is so affixed.