

STANDING RULES

For Incorporated Choruses having
MANAGEMENT Team Co-ordinatorship
Southern Cross Region #34
Sweet Adelines International

Wollongong Harmony CHORUS
INCORPORATED

RULES

.....2021

1. PRELIMINARY

1.1. Interpretation

In these Rules, unless a contrary intention appears:

- 1.1.1. “performance” means any paid or unpaid engagement by the Chorus to perform before persons other than members of the Chorus;
- 1.1.2. “international per capita fee” means the fee levied annually on members of Sweet Adelines International Inc;
- 1.1.3. “member” means a member of the Chorus;
- 1.1.4. “Region” means the Australian administration of Sweet Adelines International Inc.
- 1.1.5. “the Act” means the *Associations Incorporation Act 1991*;
- 1.1.6. “the Chorus” has the same meaning as “the Association” under the *Associations Incorporation Act 1991*.

2. MEMBERSHIP

2.1. Eligibility

- 2.1.1. During her first week of attendance a prospective member’s voice will be tested by the Music Director or delegate, for placement in a voice part.
- 2.1.2. *Each prospective member shall be auditioned.*
- 2.1.3. *A prospective member shall attend five out of eight consecutive regular rehearsals before being eligible for audition.*
- 2.1.4. *At the prospective member’s third rehearsal, a copy of these Rules shall be provided for her review and an Application for Membership form given to her for completion and return to the Membership Manager.*

2.2. Acceptance

- 2.2.1. *An application for membership and the results of the audition shall be reviewed by the Management Team, and a recommendation shall be made to the membership before the vote.*
- 2.2.2. *An application shall be accepted by a two-thirds affirmative vote of the members present at a General Meeting of the membership or at a Special Meeting called for that purpose.*
- 2.2.3. An acceptance or rejection letter shall be mailed to the prospective member by the Secretary.

2.3. Fees

- 2.3.1. *Fees are determined annually by the Management Team. The amount includes a Chorus fee, an international per capita fee, paid to Sweet Adelines International Inc., and a Region assessment fee which is determined by the Region.*

- 2.3.2. *Fees shall be paid to the Chorus by the members quarterly in advance.* However fees may be accepted monthly in advance, or at other intervals by special arrangement with the Finance Manager.
- 2.3.3. *Any member in default of payment of fees shall be notified immediately in writing, and shall be suspended from all privileges of membership. If default is not remedied within a period of sixty (60) days of receipt of written notice, the membership will automatically terminate. Default is defined as three (3) weeks in arrears.*
- 2.3.4. In case of transfer or resignation, Chorus fees and Region assessment fees shall not be refunded. Any prepaid portion of the international per capita fee will be refunded on request. A member resigning from the Chorus who is not in good financial standing will forfeit all monies held up to and including the entire amount of her indebtedness to the Chorus.

2.4. Members' Liabilities

- 2.4.1. The liability of a member to contribute towards the payment of the debts and liabilities of the Chorus or the costs, charges and expenses of the winding up of the Chorus is limited to the amount of fees, if any, unpaid by the member in respect of membership of the chorus.

2.5. Attendance Requirements:

- 2.5.1. Members are expected to attend each rehearsal. When a member is unable to attend, she shall notify the Membership Manager, Music Director or Team Co-ordinator.
- 2.5.2. In order to participate in a performance of the chorus, a member shall attend the last regular rehearsal prior to the performance. The Music Director, in consultation with the Music Committee, may authorise an exception to this rule.
- 2.5.3. Participation in Regional Competition:
- 2.5.3.1. In order to be eligible to compete, membership of both the Chorus and the international organisation should be established ninety (90) days prior to the Regional Competition.
- 2.5.3.2. If a member of the Chorus is absent for more than three (3) rehearsals during the ninety days preceding the competition, her eligibility to compete will be determined by the Music Director in consultation with the Music Committee
- 2.5.3.3. To be eligible to compete, members will be required to pass auditions as determined by the Music Director in consultation with the Music and Visual Committees.

2.6. Leave of Absence

- 2.6.1. Any member who finds an absence of more than three (3) weeks necessary shall request a leave of absence in writing from the Chorus. Requests for leave of absence will be considered by the Management Team. A leave of absence must not exceed six (6) months
- 2.6.2. Fees for the duration of the leave must be paid. Upon application by the member a variation to Chorus fees may be made at the discretion of the Management Team. International per capita fee and Region assessment fee must continue to be paid for the duration of the leave period.

2.6.3. A member on leave may attend any Chorus activity other than participating in performance. She shall have all Chorus related material mailed or emailed to her periodically by the Secretary.

2.6.4. Members moving away from the area may, upon request, be granted leave until they are able to transfer into a new Chorus. This leave will commence with the date of the last rehearsal attended and will not require the payment of Chorus fees for the duration of the leave.

2.7. Good Standing

2.7.1. Attendance Good Standing

2.7.1.1. A member shall lose her good standing if she is absent from more than three (3) consecutive rehearsals without requesting leave or notifying illness.

2.7.1.2. A member may re-establish good standing by attending two (2) consecutive rehearsals. If the member does not return to rehearsals, does not make other definite arrangements with the Membership Manager or does not contact the Team Coordinator in the ensuing three (3) weeks, then it shall be assumed that she has chosen to automatically terminate her membership and action may be taken to this effect at the next meeting of the Management Team.

2.7.2. Financial Good Standing

2.7.2.1. A member shall lose her good standing if international per capita, Region assessment and Chorus fees are not current.

2.7.2.2. A member may re-establish good standing by bringing fees up to date.

2.7.3. A member shall be notified in writing of the loss of good standing by the Membership Manager.

2.7.4. Loss of good standing causes the member to:

- Forfeit all voting privileges, and
- Forego participation in any performance.

2.8. Performances

2.8.1. The Music Director in consultation with the Management Team shall determine which members may participate in any performance.

2.8.2. Members participating in any performance shall have the appropriate makeup and costume as determined by the Management Team.

2.8.3. A Quartet representing Sweet Adelines International or the Chorus shall be auditioned by a panel consisting of the Music Director and two other members of the Music Committee prior to performing in public. If the Music Director is a member of the quartet, her place on the panel shall be filled as determined by the Management Team.

2.8.4. All requests for performance are subject to approval by the Music Director.

2.9. Resignation

2.9.1. *A member wishing to resign from the Chorus shall:*

- *settle all financial obligations with the Chorus and return Chorus property;*
- *submit a letter of resignation to the Management Team and obtain a resignation form for Sweet Adelines International Inc. from the Secretary. The completed form shall be submitted to Sweet Adelines International Inc.*

2.9.2. *Resignation is effective for Sweet Adelines International Inc. and the Chorus.*

2.10.Transfer

2.10.1. *A member may apply to Sweet Adelines International Inc. for transfer of membership to Chapter At Large or to another chorus. In this case she shall:*

2.10.1.1.1. *settle all financial obligations with the Chorus and return Chorus property;*

2.10.1.1.2. *submit a letter of resignation to the Management Team.*

2.10.2. *If a Sweet Adeline International member wishes to transfer her membership from another chorus she must follow the procedure for admittance to membership set out in clauses 2.1 and 2.2, and related sub-clauses, of these Rules.*

2.11.Removal

2.11.1. *The Chorus shall not purport to remove a member from membership of Sweet Adelines International Inc. Only the International Board of Directors may remove a member from membership with Sweet Adelines.*

2.12.Termination of Membership

2.12.1. Membership is automatically terminated if a member is absent, without granted leave of absence, from more than three (3) consecutive rehearsals and does not, after written notice, either return to the Chorus or contact the Team Co-ordinator within three (3) weeks.

2.12.2. Membership is automatically suspended if a member is in default in paying her fees, and terminated if default is not remedied within sixty (60) days of written notice. Default is defined as three (3) weeks in arrears.

2.12.3. The Membership Manager shall follow the procedure in the Chapter Guide (Section 6, Membership Termination)

2.13.Reinstatement of Membership:

2.13.1. Former members who have allowed their membership to terminate must meet the eligibility requirements and be accepted by the membership as stated in clauses 2.1 and 2.2, and related sub-clauses, of these Rules.

2.13.2. Membership records of members who resign (or fail to renew their membership) are retained on the computer for one (1) full fiscal year. Re-affiliation within this period will result in retention of longevity and other records on the member.

2.14.Membership Entitlements not Transferable

2.14.1. A right, privilege or obligation which a person has by reason of being a member of the Chorus:

- is not capable of being transferred or transmitted to another person; and
- terminates upon cessation of the person's membership.

2.15. Other Responsibilities of the Chorus Member

2.15.1. Each member shall be required to learn the current music repertoire. A member's music is considered on loan while she belongs to the Chorus (unless she has purchased her own music from International Headquarters). It must be used for rehearsal purposes only and must be returned when her membership terminates. Lost music is to be paid for at the rate of \$2 per copy. Copies may be marked for learning purposes in pencil only.

2.15.2. Each member shall be required to learn the current visual plan.

2.15.3. Each member shall be required to acquire the standard costume of the Chorus and to maintain same in a condition suitable for appearance with the Chorus. Members are liable for any damage to, or loss of costumes. Members participating in performances are required to have the approved costumes. Costumes to remain the property of the Chorus and no alterations are to be made to the costume without the approval of the Management Team. Costumes shall be returned when membership terminates.

2.15.4. Members participating in performances are required to have the approved makeup.

2.15.5. Each member shall make every effort to participate in public performances given by the Chorus. If a member is not suitably prepared or attired, that member may be excused from the performance.

2.15.6. Change of name, address or telephone number shall be reported immediately to the Membership Manager.

3. MEETINGS

3.1. Chorus Rehearsals

3.1.1. Regular Chorus rehearsals shall be held weekly at 7.30 pm, on a day agreed upon by Management team and chorus Members, and by the availability of the venue. Time shall be made available for business as provided in clause 3.2.1 of these Rules.

3.1.2. Special Chorus rehearsals may be called by the Music Director or upon the recommendations of the Management Team.

3.1.3. Section rehearsals may be called by the Music Director or the Section Leaders.

3.1.4. A Chorus rehearsal may be cancelled only upon agreement between the Music Director and the Management Team. In case of emergency, the Team Co-ordinator, in conjunction with the Music Director, may cancel a rehearsal.

3.2. General Meetings

3.2.1. *General Meetings may be conducted at regular rehearsal meetings. Up to one hour will be made available.*

- 3.2.2. *The Team Co-ordinator may, when necessary, call a Special General Meeting. Two weeks prior notice shall be given to each member, indicating time, place and purpose of the meeting.*
- 3.2.3. *A quorum for the transaction of business at any General Meeting shall consist of a majority of the membership.*
- 3.2.4. *The Annual General Meeting of the Chorus and election of Management Team members will be held between March 1 and April 30 each year on a date determined by the Management Team. Notice to the membership of this meeting will be given at least two (2) weeks in advance. At this meeting annual reports will be made.*
- 3.2.4.1. *The Outgoing Team Co-ordinator will appoint a member as Returning Officer to conduct the ballot for the Management Team at the Annual General Meeting. The ballot shall be conducted in such manner as the Returning Officer sees fit. The Returning Officer shall not stand for election to the Management Team.*
- 3.2.5. *The Team Co-ordinator shall chair each General and Annual General Meeting or shall choose another member to do so. In the absence of the Team Co-ordinator, the members present shall elect one of their number to chair the meeting.*

3.3. Voting

- 3.3.1. *Members may vote personally or by appointing another member as proxy. The form and procedure for proxy votes shall be as determined by the Management Team.*

4. MANAGEMENT TEAM

4.1. Meetings

- 4.1.1. *The Management Team will meet at least once a month at a time and place predetermined by Management Team members. Meetings will be open to all Chorus members.*
- 4.1.2. *Special meetings of the Management Team may be called by the Team Co-ordinator or by a majority of the Management Team members as needed. Notification of time, place and purpose shall be given to each Team member at least two days in advance.*
- 4.1.3. *Any five members of the Management Team constitute a quorum for the transaction of the business of a meeting of the Management Team.*
- 4.1.4. *The Team Co-ordinator shall chair meetings of the Management Team or shall choose another member of the Management Team to do so. In the absence of the Team Co-ordinator, the Management Team members present shall elect one of their number to chair the meeting.*

4.2. Eligibility

- 4.2.1. *To be eligible for election or appointment to the Management Team, a member must be in good standing.*

4.3. Term of Office

- 4.3.1. *The term of office for all positions of the Management Team, with the exception of the Music Director, is two (2) years.*

- 4.3.2. At each annual election, half of the elected Management Team will be up for election for its two year term.
- 4.3.3. The maximum number of consecutive terms allowed for any member of the Management Team, apart from the Music Director, is four (4).
- 4.3.4. *The Music Director automatically becomes a member of the Management Team for the duration of his/her contract.*

4.4. Election and Appointment

- 4.4.1. The Management Team consists of five (5) elected members plus the Music Director, and two (2) further members appointed by agreement of these six (6) team members.

The offices of the five (5) elected members shall be:

- Team Co-ordinator
- Secretary
- Finance Manager
- Membership manager
- Events coordinator

- 4.4.2. Members standing for election to the Management Team shall stand for, and be elected to, a specific office.

- 4.4.3. The offices of the two (2) appointed members shall be:

- Presentation Manager
- Promotion & Marketing Manager

- 4.4.4. The elected members will together determine the appointments to the two (2) appointed offices.

4.5. Vacancies

- 4.5.1. *In the event of a vacancy on the elected Management Team, the Chorus members shall, within eight (8) weeks, elect a member to fill the unexpired term in the specific position.*

4.6. Replacement

- 4.6.1. *If at any time the Management Team is of the opinion that any elected officer of the Management Team has failed to fulfil her duties, it may declare such office vacant.*

4.7. Powers and Duties

The Management Team:

- 4.7.1. shall manage the affairs of the Chorus;

- 4.7.2. may exercise all such functions as may be exercised by the Chorus other than those functions required by these Rules to be exercised by the Chorus in general meeting; and
- 4.7.3. *has the authority and responsibility to enforce these Rules for the proper maintenance, control and management of the Chorus.*

5. SUB-COMMITTEES

5.1. Appointment & Term

5.1.1. *The Management Team shall appoint the Chairs of all sub-committees. The Chairs shall appoint the members of their sub-committees with ratification by the Management Team. Terms are for one (1) year from May 1 to April 30.*

5.1.2. The sub-committees shall be:

- Nominating
- Costume
- Fundraising

5.1.3. Special Committees may be appointed by the Management Team as needed for a specific task. The committee is dissolved when the task is completed.

5.2. Nominating Sub-Committee

5.2.1. *A Nominating Sub-Committee consisting of three (3) members, at least one (1) of whom is not a member of the current Management Team, shall be appointed by the Team Co-ordinator, with ratification by a majority vote of the Management Team, at least thirty (30) days prior to the Annual General Meeting of the Chorus.*

5.2.2. A Chair shall be elected by the Sub-Committee.

5.2.3. The Sub-Committee shall prepare a slate of nominees for each position on the elected Management Team. Where possible, two (2) or more nominees for each position shall be listed on the slate. Prior to the Sub-Committee determining the slate, members shall be invited to submit applications and each applicant shall be interviewed by the Sub-Committee, and a profile prepared for distribution to the Chorus.

5.2.4. The slate, along with profiles, shall be distributed to the membership at least ten (10) days prior to the Annual General Meeting.

5.2.5. The Guide for Chapter Nomination and Election Procedures shall be followed.

6. DISCIPLINARY PROCEDURES

6.1. Resolution of Expulsion

6.1.1. The Management Team may resolve to expel a member from the Chorus where it determines that the member:

- has refused to comply with these Rules; or
- has acted in a manner prejudicial to the interests of the Chorus.

The member referred to in the resolution shall hereafter be referred to as the "Disciplined Member".

6.1.2. A Management Team resolution to expel the Disciplined Member is of no effect until:

- the Secretary serves notice of the resolution on the Disciplined Member and informs her of the disciplinary procedures set out in these Rules; and
- no earlier than fourteen (14) days after notification of the resolution, the Management Team meets to confirm the resolution of expulsion.

6.1.3. The Disciplined Member may make a written submission to the Management Team prior to the meeting and may attend and speak to the meeting.

6.1.4. The Management Team's confirmation of the resolution to expel the Disciplined Member is of no effect until:

- The Secretary serves notice of the confirmation on the Disciplined Member and informs her of her right to appeal to a general meeting of the Chorus and the way in which she may do so; and
- the expiration of the period within which the Disciplined Member is entitled to appeal against the resolution; or
- where the member appeals, the Chorus confirms the resolution of expulsion.

6.2. Appeal

6.2.1. The Disciplined Member may appeal to the Chorus in General Meeting, against the confirmation of a resolution of expulsion. If she chooses to appeal, she shall notify the Secretary accordingly within seven (7) days after notice of the confirmation is given to her.

6.2.2. Upon notification of appeal by the Disciplined Member, the Secretary shall inform the Management Team which shall call a general meeting of the Chorus (hereinafter referred to as the "Appeal Meeting"). Members shall be given twenty-one (21) days notice of the Appeal Meeting, including notice of the intention to confirm the resolution of expulsion.

6.2.3. The Disciplined Member and the Management Team shall have the opportunity to make written and oral representations to the Appeal Meeting.

6.2.4. The members present at the Appeal Meeting shall vote by secret ballot on the question of whether the resolution of expulsion is confirmed.

6.2.5. The resolution of expulsion shall be confirmed only if passed by three-quarters (3/4) of the members entitled to vote, whether in person or by proxy.

7. MUSIC DIRECTOR

7.1. Selection of the Music Director is decided by a two-thirds (2/3) vote ***in the affirmative*** of the Chorus membership in good standing, upon recommendation of the Management Team. Members must be notified at least three (3) weeks in advance of the meeting at which the vote is to be taken. ***An abstention is regarded as a "no" vote.***

7.2. Termination of the Music Director's term of service is by a two-thirds (2/3) vote ***in the affirmative*** of the Chorus membership in good standing. Members must be notified at least three (3) weeks

in advance of the meeting at which the vote is to be taken. ***An abstention is regarded as a “no” vote.***

7.3. Specific terms and provisions for the relationship between the Music Director and the Chorus shall be defined in a written agreement, which shall be available for perusal by the membership. The Agreement shall be reviewed annually.

7.4. Assistant Director(s) will be chosen by the Music Director, with ratification by the members. When an Assistant Director directs the Chorus at a performance in the absence of the Music Director, she will be compensated as provided for in the Music Director’s Agreement with the Chorus.

8. FINANCES

8.1. Financial Year

8.1.1. *The financial year of the Chorus shall be the year ending 30 April.*

8.2. Funds

8.2.1. The funds of the Chorus shall be derived from the following sources: Fees, performances, donations, fundraising projects and other sources as the Management Team determines.

8.3. Audit Procedures

8.3.1. The records maintained by the Finance Manager shall be audited annually. The audit report shall be presented to the Annual General Meeting.

8.4. Expenditure/Reimbursements

8.4.1. Expenses to be reimbursed by the Chorus or expended from Chorus funds include:

- Music Director’s expenses, as per the agreement between the Music Director and the Chorus;
- rehearsal hall rental;
- riser erection and transport;
- any other expenditure to be reimbursed as approved by the Management Team.

8.5. Authorisation of Expenditure

8.5.1. Budgeted and non-budgeted expenses, other than postage, hospitality and other small item expenses shall be submitted by the Finance Manager to the Management Team for approval before payment or reimbursement.

8.5.2. All cheques drawn on the Chorus account shall be signed by any two (2) of three (3) nominated elected members of the Management Team.

8.6. Procedure for Submitting Bills/Expenditure for Reimbursement

8.6.1. Members seeking reimbursement of expenses shall submit itemised receipts to the Finance Manager.

8.6.2. Members may receive an advance, if approved by the Management Team, for authorised expenditure. On completion of a project where an advance has been necessary, the members shall submit an itemised statement of expenditure/income, and return any excess funds to the Finance Manager.

9. AMENDMENTS

9.1. *These Rules may only be amended in accordance with the Act which requires a special resolution, being one which is:*

- passed at a General Meeting of which at least twenty one (21) days notice, including notice of the intention to propose the resolution as a special resolution, has been given to members; and*
- passed by at least three-quarters (3/4) of the votes of those members who, being entitled to vote, vote in person or by proxy.*

9.2. Amendments as passed must be forwarded to the Regional By-Laws and Rules Chair for approval prior to implementation.

10. MISCELLANEOUS

10.1.Common Seal

10.1.1. The common seal of the Chorus shall be kept in the custody of the Secretary.

10.1.2. The common seal shall not be affixed to any instrument except by the authority of the Management Team and the affixing of the common seal shall be attested by the signatures of two members of the Management Team.

10.2.Custody of Books

10.2.1. The Team Co-ordinator shall keep in her custody or under her control all records, books, and other documents relating to the Chorus with the exception of the financial records.

10.2.2. The Finance Manager shall keep in her custody or under her control all financial records relating to the Chorus.

10.3.Inspection of Records

10.3.1. The records, books and other documents of the Chorus shall be open to inspection by any member of the Chorus by arrangement.

10.4.Service of Notices

10.4.1. For the purposes of these rules, a notice may be served by or on behalf of the Chorus upon any member either personally or by sending it by post to the member at her address shown in the register of members. Where a notice is sent to a member by properly addressing, prepaying and posting it, the notice shall, unless the contrary is proved, be deemed for the purposes of these Rules to have been served on the member at the time when it should have been delivered in the ordinary course of post.

ADOPTED BY:.....CHORUS INCORPORATED

Theday of.....20....

Signed.....

Team Co-ordinator

Signed.....

Secretary/Rules Chair

Reviewed by:Date

Regional Rules Chair