NORTH DEVON ARTS

CONSTITUTION (November 2021)
(Amended at October 2025 AGM)

1. NAME

The name of the unincorporated association is North Devon Arts (also referred to as NDA).

2. DEFINITIONS

In this Constitution the following expressions shall have the meanings ascribed to them:

AGM/Annual General Meeting:	the yearly gathering of Members.
Constitution:	the rules for the governance of NDA as may be amended from time to time.
General Meeting:	a gathering of Members, other than the AGM, called for a specific purpose.
Honorary Member:	an individual who is granted life membership of NDA by the Members at either the AGM or a General Meeting.
in writing:	shall include email.
Member:	an individual: • whose Membership Fee is paid up to date, or • who has been made an Honorary Member, or • who is a Young Person, or • who is a member of the Committee.
Membership Fee:	the annual fee set by the Committee and approved by the Members at either the AGM or a General Meeting and payable by fee-paying individuals for membership of NDA.
Reserved Matters:	those matters listed in paragraph 8 which require the approval of Members at either the AGM or a General Meeting.
Committee:	the Committee Members responsible for the day-to-day operation and functioning of NDA.
Young Person:	an individual under the age of 18 years.

3. OBJECTIVES. The principal objectives of the Group shall be as follows:-

3.1 To be an umbrella organisation to promote and encourage participation of, and interest in, the “Arts” and creativity in the wider North Devon area.

3.2 To promote and encourage projects to further the Arts and Members’ interests.

3.3 To encourage and support people of all backgrounds, ages and abilities to develop and improve their interest and skills.

3.4 To provide social gatherings where topics of common interest can be discussed and demonstrated.

3.5 To participate, as deemed appropriate by the Committee, with any other body to further any of the Objects of the Group.

4. MEMBERSHIP

Becoming a Member

4.1 Membership of NDA is open to any individual:

- over the age of 18 years on payment of the Membership Fee; or
- who has been granted Honorary Membership; or
- who is a Young Person; or
- who is a member of the Committee, and who is interested in supporting the purpose of NDA.

4.2 A Member will be issued with such proof of membership of NDA as the Committee shall deem appropriate from time to time.

Ceasing to be a Member

4.3 A Member will cease to be a Member:

- if the Membership Fee remains unpaid for more than 2 (two) months after the due date; or
- if the Member voluntarily terminates his/her membership; or
- if, in the opinion of the Committee, the Member has brought, or is likely to bring, NDA into disrepute; or
- on the dissolution of NDA; or
- on the death of the Member.

4.4 On cessation of membership an individual will not be entitled to any refund of the Membership Fee or any other monies paid to NDA during his/her membership.

Membership Fee

4.5 The Committee shall review and set the Membership Fee (including any concessionary fee) on an annual basis for approval by the Members at either the AGM or a General Meeting.

4.6 Members of the Committee are exempt from payment of the Membership Fee for such period as they are a member of the Committee.

5. THE COMMITTEE

5.1 The Committee shall be elected annually by the Members at either the AGM or a General Meeting.

5.2 The Committee shall consist of a minimum of 3 (three) Members or such other number as is deemed appropriate for the management and administration of the affairs of NDA.

5.3 The Committee shall have full powers to do whatever it may consider expedient to manage and administer the affairs of NDA and to further its purpose in the interests of the Members as a whole, **PROVIDED THAT** any Reserved Matter shall be decided by Members at either the AGM or a General Meeting.

5.4 The Committee will allocate amongst themselves such tasks and responsibilities required for the efficient running of NDA, including but not limited to, general administration, financial matters and matters relating to the membership, and it may amalgamate or split any of the tasks and responsibilities as it deems appropriate.

5.5 A Member may resign from the Committee at any time by notifying all other members of the Committee in writing.

6. MEETINGS

Committee Meetings

6.1 The Committee shall meet at such frequency, time and location as it deems appropriate, including by any electronic means, for the management and administration of the affairs of NDA.

6.2 Three (3) members of the Committee present at a meeting of the Committee shall constitute a quorum for the purposes of conducting NDA business and making decisions.

6.3 Each member of the Committee shall be entitled to one vote. Voting shall be by way of show of hands and matters shall be decided by a simple majority of the votes cast.

Annual General Meeting/AGM

6.4 The AGM shall be held each year within 4 (four) months of the end of NDA's financial year at a time and place arranged by the Committee.

6.5 Notice of the AGM shall be given to Members at least 21 (twenty-one) days before the date of the AGM. The notice shall be in writing and shall include the business to be transacted at the AGM including any Reserved Matters.

6.6 Each Member attending the AGM shall be entitled to one vote. Voting shall be by way of show of hands and matters shall be decided by a simple majority of the votes cast.

6.7 In the event of an equality of votes the matter being transacted shall be lost.

General Meetings

6.8 A General Meeting may be convened by:

- the Committee; or
- the Committee following a request in writing from a Member and signed by not less than a further 25 Members.

6.9 Notice of a General Meeting shall be given to Members at least 14 (fourteen) days before the date of the General Meeting. The notice shall be in writing and shall include the date, time and place and the business to be transacted at the General Meeting including any Reserved Matters.

6.10 Each Member attending a General Meeting shall be entitled to one vote. Voting shall be by way of show of hands and matters shall be decided by a simple majority of the votes cast.

6.11 In the event of an equality of votes the matter being transacted shall be lost.

7. DISSOLUTION OF NDA

7.1 NDA shall continue until it is dissolved by the Members at either the AGM or a General Meeting.

7.2 Upon dissolution of NDA the surplus assets and funds (if any) shall be distributed as agreed by the Members at the AGM or the General Meeting at which the resolution to dissolve NDA was passed.

8. RESERVED MATTERS

8.1 The following matters require the approval of Members at either the AGM or a General Meeting:

- any alteration or amendment to the Constitution
- the fixing of and amendment to the Membership Fee
- the granting of a life membership to a Member
- the dissolution of NDA.

November 2021
Amendments made at 14th October 2025 AGM to 3. Objectives: 3.1 to 3.5