**Constitution**

**Of Comedy Hub Palmerston North Incorporated**

1. **Name**

The name of the organisation shall be ‘Comedy Hub Palmerston North Incorporated’ hereinafter called The Hub.

1. **Vision**

The Manawatu is a great place to be a comedian

1. **Mission**

To make the Manawatu a great place to be a comedian by supporting the growth and development of comedians and maintaining a vibrant and diverse local comedy scene.

1. **Principles**
	1. The Hub shall be guided by the following principles:
		1. Don’t be a dick.
		2. Encourage all comedians regardless of skill level.
		3. Artists are given full freedom of artistic expression.
		4. Feedback is given and received in a professional and respectful way.
		5. Workshops will be safe and non-judgemental for artists (the safe word is banana).
		6. Only artists have the right to decide when their own material is made public and ready for public criticism.
		7. There is zero tolerance of plagiarism.
		8. If in doubt, see sub clause 4.1.1.
	2. The guiding principles may be broken by an individual subject to a resolution passed by no less than seventy five percent (75%) of Headliners AKA Voting Members.
2. **Objects**

The aims and objectives of The Hub are:

* 1. Provide up and coming comedians with meaningful performance opportunities that allow them to hone their craft and develop material in front of audiences.
	2. Running workshops that promote creativity, collaboration and critical thinking regarding comedic performance, as well as teaching fundamentals of comedy.
	3. The promotion of comedy to audiences and making a viable live entertainment option for the people of Palmerston North and the Manawatu
	4. Providing opportunities for local comedians to network with and learn from comedians from elsewhere in New Zealand and the World
1. **Membership**
	1. There shall be two tiers of membership within The Hub. They shall be:
		1. Opener AKA Ordinary membership (hereinafter “Opener”) and
		2. Headliner AKA Voting Membership (hereinafter “Headliner”)
	2. Headliner
		1. Any individual engaged or interested in comedy performance shall be eligible for Headliner of The Hub subject to the approval of eighty percent (80%) majority vote of The Hub’s Green Room AKA Management Committee, after being proposed and seconded by two Headliners and on payment of the membership subscription. A Headliner shall be deemed to accept and be bound by the provisions of the constitution.
		2. To qualify for Headliner membership an individual must be an Opener and must meet at least one of the following criteria:
2. Has performed in one of The Hub’s stand-up comedy shows
3. Has produced a stand-up show for The Hub
4. Has facilitated a comedy workshop for The Hub
5. Regularly attends either The Hub’s stand-up shows or workshops
	* 1. Each Headliner Member may attend meetings and take part in discussions.
		2. Each Headliner Member may move, second or vote on any resolution.
		3. Each Headliner Member can have one vote only. No Headliner Member may appoint proxies.
	1. Opener
		1. Any individual engaged or interested in comedy performance shall be eligible for Opener Membership of The Hub after submitting a membership form and on payment of the membership subscription. An Opener Member shall be deemed to accept and be bound by the provisions of the Constitution.
		2. Each Opener Member may attend meetings and take part in discussions but cannot vote, nor move nor second motions.
		3. Opener Memberships may be tiered with different costs and different benefits which will be decided by Headliner Members at each Annual Gig General Meeting AKA annual General Meeting.
	2. Any Headliner or Opener may resign by forwarding a letter to that effect to The Hub.
	3. The Hub may terminate the membership of any Headliner or Opener by a majority vote of Headliners. That member may apply to The Hub to be reinstated as a member.
		1. Termination of membership shall be referred to as Walking The Room AKA Termination of Membership (hereafter “Walking The Room)
		2. Any Headliner Member or Opener Member who is asked to Walk The Room shall be recorded as a WTR unless their membership is reinstated.
6. **Meetings**
	1. General Provisions
		1. Meetings may be held in the following forms
7. Annual Gig Meeting AKA Annual General Meeting (hereinafter “Annual Gig Meeting”)
8. Special Roast Battle AKA Special General Meeting (hereinafter “Special Roast Battle”)
9. Open Mic Meeting AKA General Meeting (hereinafter “Open Mic Meeting”)
	* 1. Minutes of all meetings, together with all associated reports, shall be recorded, signed by the MC AKA Chairperson at the subsequent meeting, and shall be kept at The Hub offices.
		2. Decisions at all meetings will, if possible, be made by consensus. Where a consensus decision cannot be reached, the decision will be made on a majority vote.
		3. Voting will be by a show of voting cards unless Headliner Members who are entitled to vote select an alternative method.
		4. In the case of a tie the person chairing the meeting shall decide heads or tails and a coin will be tossed to decide the outcome. All coin toss results are final and binding.
			1. Any Headliner Member may ask to inspect the coin to ensure that the result is fair.
	1. Annual Gig Meetings
		1. At least fourteen days written notice of each Annual Gig Meeting of The Hub, with details of time, date and place of meeting and the nature of the business to be transacted, together with associated reports, shall be given to all Headliner Members.
		2. The Annual Gig Meeting shall be held not later than 30 September of each year.
		3. The quorum for an Annual Gig Meeting of The Hub shall be not less than seven Headliner Members. The meeting will be chaired by The MC AKA Chairperson appointed at a preceding Open Mic Meeting. In their absence the meeting shall be chaired by a person appointed by those present.
		4. The business of the Annual Gig Meeting shall include:
			1. Confirmation of the Minutes of the previous Annual Gig Meeting
			2. Confirmation of Minutes of any intervening Special Roast Battle
			3. Confirmation of The Box Office AKA Treasurer ’s report and financial statements for the past financial year
			4. Confirmation of forecast of financial statements for current financial year
			5. Report of the Green Room AKA Management Committee for the past financial year
			6. Election of the MC AKA Chairperson for the coming financial year
			7. Election of the Box Office AKA Treasurer for the coming financial year
			8. Election of the Heckler AKA Secretary for the coming financial year
			9. Election of members of the Green Room AKA Management Committee for the coming financial year
			10. Discussion of policy guidelines/direction for the coming financial year
			11. Approve annual subscription for Headliners, Openers and Comedy Fans for the coming calendar year
			12. The Hub may choose to appoint an Auditor for the coming financial year
			13. Any other business of which due notice has been given
	2. Special Roast Battle
		1. The Green Room AKA Management Committee, or the requisition of ten Headliners may summon a Special Roast Battle
			1. Any such requisition must have a subject line reading “Fools Unite!”
		2. At least fourteen days written notice of each Special Roast Battle of The Hub, with details of time, date and place of meeting and the nature of the business to be transacted, together with associated reports, shall be given to all Headliners.
		3. The meeting may be chaired by an MC AKA Chairperson appointed at the preceding Open Mic Meeting or the meeting may elect its own MC AKA Chairperson from those present.
			1. The MC AKA Chairperson may appoint an external facilitator to facilitate the meeting.
		4. The quorum for a Special Roast Battle shall not be less than fifteen Headliners who are entitled to vote.
		5. The business of a Special Roast Battle shall be only the item or items of business notified.
	3. Open Mic Meeting
		1. Open Mic Meeting of members of The Hub shall be held at such times and places as The Hub may determine.
		2. The MC AKA Chairperson of The Hub will chair each Open Mic Meeting and in their absence a chair will be elected from those present. This person shall be referred to as The Stage Manager AKA Deputy-Chairperson.
			1. For the purposes of financial reporting, policy, legal matters, responding to complaints, media correspondence, correspondence with funders or in situations deemed necessary by a majority of the Green Room AKA Management Committee, The Stage Manager AKA Deputy-Chairperson may be referred to verbally or in writing as the Deputy-Chairperson.
		3. The quorum for Open Mic Meeting shall not be less than five Headliners.
		4. Open Mic Meeting will, at all times, be guided by the decisions of the Annual Gig Meetings AKA Annual General Meeting and Special Roast Battle.
10. **Powers**

The Hub may exercise the following powers:

* 1. To seek, accept and administer grants, donations, legacies and other funds.
	2. To borrow, raise, lend money, prioritise or otherwise upon such terms as the membership approves.
	3. To invest monies upon such terms as may be agreed.
	4. To enter into any arrangement and be a party to any contracts or agreements.
	5. To purchase, mortgage, lease, exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the membership deem necessary or proper for attaining the objectives of The Hub and to sell, exchange, let, bail or lease with or without options of purchase or, in any other manner, dispose of such property, rights or privileges.
	6. To construct, maintain or alter any buildings or property.
	7. To establish and alter policies, terms of reference and rules of The Hub provided no such establishment, alteration or addition endangers the aims and status of The Hub.
	8. To appoint any working party/sub-committee to deal with specific issues or matters and to co-opt persons who may or may not be Headliners of The Hub. There will be clear criteria for service on any working party.
	9. To delegate any tasks/activities to the Green Room AKA Management Committee as meeting of The Hub shall determine.
	10. To employ, retain or engage people in paid employment or as contractors or agents in such a manner and on such terms as the Green Room AKA Management Committee deems proper.
	11. To do anything else that in the opinion of the membership may further the aims and objectives of The Hub.
1. **Green Room**
	1. The Hub shall have a Green Room AKA Management Committee (hereafter “Green Room”) comprising the following persons:
		1. The MC AKA Chairperson (hereafter “MC”)
		2. The Box Office AKA Treasurer (hereafter “Box Office”)
		3. The Heckler AKA Secretary (hereafter “Heckler”) and
		4. Such other Members as The Hub shall decide.
	2. Only Headliners of The Hub may be Green Room members.
	3. Appointment of Officers
		1. The MC, Box Office, and Heckler shall be elected by Headliners at the Annual Gig Meeting on a yearly basis.
		2. The election of the remaining Green Room shall take place at the Annual Gig Meeting on a yearly basis. Two Headliners entitled to vote shall nominate each candidate. A ballot shall be held when, for any position, more than the required numbers of persons have been nominated. Only Headliners entitled to vote may vote in an election.
		3. All members of the Green Room are eligible for re-election at the Annual Gig Meeting.
		4. The Green Room shall comprise of at least four and no more than seven Headliners.
		5. Each meeting of the Green Room shall comprise of no less than three members present.
		6. The Green Room will endeavour to make decisions by consensus. If consensus cannot be reached each member will have one vote and the MC shall have a second/casting vote if required.
		7. If a casual vacancy occurs in the Green Room the vacancy may be filled by a nomination or election at the next Open Mic Meeting and the new member of the Green Room thus appointed shall hold office during the residue of the term of the member whose place they fill.
		8. A member of the Green Room shall cease to hold office should they resign in writing to the Green Room, be absent from more than three consecutive meetings without notice/apology, or cease to be a person entitled to vote.
	4. The Role of the Green Room
		1. At the first meeting following the Annual Gig Meeting the Green Room will decide by resolution the following:
			1. The appointment/election of The Stage Manager AKA Deputy- Chairperson (hereafter “The Stage Manager”) to fulfil the responsibilities of the MC in their absence
				1. For the purposes of financial reporting, policy, legal matters, responding to complaints, media correspondence, correspondence with funders or in situations deemed necessary by a majority of the Green Room A, The Stage Manager may be referred to verbally or in writing as the Deputy-Chairperson.
			2. Appointments of members to specific tasks as the Green Room shall approve
			3. What bank accounts will operate for the coming year
			4. Access to accounts
			5. Purposes of accounts
			6. Current year policy concerning investment of surplus funds
	5. Roles of Officers
		1. The MC is responsible for:
			1. Ensuring that the Constitution is followed;
			2. Convening Meetings and establishing whether or not a quorum is present;
			3. Chairing Meetings, deciding who may speak and when;
			4. Overseeing the operation of The Hub;
			5. Providing a report on the operations of The Hub at each Annual Gig Meeting
			6. For the purposes of financial reporting, policy, legal matters, responding to complaints, media correspondence, correspondence with funders or in situations deemed necessary by a majority of the Green Room, the MC may be referred to verbally or in writing as the Chairperson.
		2. The Box Office is responsible for:
			1. Keeping proper accounting records of The Hub’s financial transactions to allow The Hub’s financial position to be readily ascertained;
			2. Preparing annual financial statements for presentation at each Annual Gig Meeting. These statements should be prepared in accordance with The Hub’s accounting policies;
			3. Providing a financial report at each Annual Gig;
			4. Providing financial information to the Green Room as the Green Room determines.
			5. For the purposes of financial reporting, policy, legal matters, responding to complaints, media correspondence, correspondence with funders or in situations deemed necessary by a majority of the Green Room, the Box Office may be referred to verbally or in writing as the Treasurer.
		3. The Heckler is responsible for:
			1. Recording the minutes of Meetings;
			2. Keeping the Register of Members;
			3. Holding The Hub’s records, documents, and books except those required for the Box Office’s function;
			4. Receiving and replying to correspondence as required by the Green Room;
			5. Forwarding the annual financial statements for The Hub to the Registrar of Incorporated Societies upon their approval by the Headliners at an Annual Gig Meeting;
			6. Advising the Registrar of Incorporated Societies of any rule changes.
			7. For the purposes of financial reporting, policy, legal matters, responding to complaints, media correspondence, correspondence with funders or in situations deemed necessary by a majority of the Green Room, the Heckler may be referred to verbally or in writing as the Secretary.
	6. The Green Room shall have the responsibility of ensuring that tasks/activities as delegated by an Annual Gig Meeting, a Special Roast or an Open Mic are carried out in a manner to best meet the needs of members.
	7. The Green Room will maintain a register of both Headliners, Openers, and Comedy Fans of The Hub. A record of members’ resignations will be maintained.
	8. Removal from Office

The Green Room, as a body or any one or more individual persons of that body, may be removed by a two thirds majority vote of Headliners present at a Special Roast Battle called for that purpose. Any vacancy or vacancies so created may be filled at a subsequent general meeting.

* 1. For the purposes of financial reporting, policy, legal matters, responding to complaints, media correspondence, correspondence with funders or in situations deemed necessary by a majority of the Green Room, the Green Room may be referred to verbally or in writing as the Management Committee.
1. **Green Room Meetings**
	1. Green Room meetings may be held in person, via video or telephone conference, or other formats as the Green Room may decide.
	2. No Green Room Meeting may be held unless three or more members of the Green Room attends.
	3. The MC shall chair Green Room meetings or, if the MC is absent, The Stage Manager shall chair that meeting.
	4. Decisions of the Green Room shall be by majority vote.
		1. In the event of a tied vote, the MC or person acting as The Stage Manager shall decide heads or tails and a coin will be tossed to decide the outcome. All coin toss results are final and binding.
			1. Any member of The Green Room may ask to inspect the coin to ensure that the result is fair.
	5. Only Green Room Members present at a Green Room Meeting may vote at the Green Room Meeting.
	6. Subject to this Constitution, the Green Room may regulate its own practices.
	7. The MC or his nominee shall adjourn the meeting if necessary.
	8. Adjourned Meetings: If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened upon requisition of members, shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the MC of The Hub, and if at such adjourned meeting a quorum is not present the meeting shall be dissolved without further adjournments. The MC may with the consent of any Meeting of The Hub adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
2. **Financial Arrangements**
	1. Subject to the approval of the Annual Plan and budget at the Annual Gig Meeting the Green Room shall control the funds of The Hub.
	2. The financial year of The Hub shall be from the first day of July in one year to 30 June in the following year
	3. The annual subscription for Headliners, Openers, and Comedy Fans shall be determined from time to time by the Annual Gig Meeting.
	4. The annual subscription shall be payable within three months of the date of the Annual Gig Meeting provided that in respect of the first financial year the subscriptions be payable forthwith upon any person becoming a member. No member shall be entitled to vote at any meeting unless their current subscription is paid.
	5. The Box Office shall keep account of all monies received and expended by The Hub and of matters in respect of which such receipts and expenditure take place.
	6. The accounts of The Hub shall be kept at the office of The Hub or at such place or places as The Hub may decide and shall be open for inspection by Headliners of The Hub and such other person as The Hub may from time to time determine.
	7. The Hub may choose from time to time to appoint an accountant to review or audit financial statements. In years where operating expenditure is greater than $500,000 a review must be conducted by a qualified accountant. In years where operating expenditure is greater than $1,000,000 an audit must be performed by an Auditor or Auditors who shall be appointed at an Annual Gig Meeting.
	8. After the Annual Gig Meeting the Box Office shall forward a copy of the income and expenditure statement, and balance sheet to the Registrar of Incorporated Societies.
3. **Common Seal**
	1. The Common Seal of The Hub, hereinafter called The Gimp, shall be kept in the custody and control of the Heckler.
	2. The Gimp shall be affixed to a document in the presence of two signatories. Where this is required the Heckler will bring out The Gimp. Once The Gimp has served its purpose it will be put back in its box.
4. **Dispute Resolution**

If a dispute arises at any time in respect of a matter which is not provided for in the Constitution, or any doubt exists as to the interpretation of the Constitution or any other matters shall arise pertaining to The Hub, its property or interests, the same shall be determined by the Green Room whose decision shall be conclusive and binding on all members unless revoked at a Special Roast Battle held not later than the following Annual Gig Meeting.

1. **Indemnity**

Officers, members of the Green Room (and other persons duly appointed) shall be indemnified out of the assets of The Hub for the liabilities incurred by them in the bona fide execution of the duties entrusted to them in terms of this constitution.

1. **Liquidation of the society**
	1. The Hub shall be wound up at a Special Roast Battle on a resolution to that effect passed by a two-third majority of Headliners present and that resolution is confirmed at a subsequent Special Roast Battle called together for that purpose and held not earlier than thirty days after the date on which the resolution so to be confirmed was passed.
	2. If upon liquidation of The Hub there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among individuals but shall be distributed or transferred to an approved charitable community organisation(s) in New Zealand having objectives similar to those of The Hub and as Headliners will decide in the Special Roast Battle.
	3. If Headliners are unable to resolve any disagreement over the distribution of surplus assets then the provisions of Section 27 of the Incorporated Societies Act 1908, or the relevant provisions of subsequent enactments, will apply.
2. **Alterations**
	1. This constitution shall not be altered except by resolution proposed at an Annual Gig Meeting or at a Special Roast Battle convened for that purpose, and carried by two-thirds majority of the Headliners present. Notice of the proposed resolution shall be given in writing to Headliners twenty-one days before the meeting at which it is to be brought forward.