

University of Southampton Students' Union

Constitution of: Symphony Orchestra

1. Adoption of the Constitution
 - a. This unincorporated association and its property shall be managed and administered in accordance with this Constitution.
2. Name
 - a. The association's name is "Southampton University Symphony Orchestra", to be known as "SUSO" and hereinafter 'the Group'.
3. Objects
 - a. The objectives of the Group, 'the objects', are:
 - i. Provide students with the opportunity to study and perform some of the most challenging symphonic repertoire to a high standard.
 - ii. Create a stimulating environment for the most talented classical musicians in the university to train, improve and showcase their orchestral playing.
4. Membership
 - a. Membership is only available by audition. Admission is only granted to those who meet the qualified standard as determined by the Music Director, President and Assistant Musical Director (or in the absence of an Assistant Musical Director, the Vice President). There are a limited number of places for each instrument, as determined by the Music Director and President.
 - b. Decision on entry is made by the Music Director, President and Assistant Musical Director (or in the absence of an Assistant Musical Director, the Vice President), and this decision is final.
 - c. Membership is constituted in the following categories:
 - i. Full, open only to Full Members of the Students' Union;
 - ii. Associate, open to Associate and Temporary Members of the Students' Union, and to those students of the University who have exercised their right not to be members of the Students' Union.
 - d. Only Full Members are entitled to be elected to the Committee, or to propose, discuss and vote at a General Meeting. These are the sole privileges afforded to the Full Members over any other category of Membership.
 - e. The Group may charge a fee for admission to Membership, which may be set by a Meeting of the Committee. At present, the membership fees are set at £60.00 for the academic year.
 - f. The Committee must keep a register of members ('the register') on the Student Groups Hub provided by the Students' Union at www.susu.org
 - g. The Committee may only refuse an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Group to refuse the application.
 - h. Membership is terminated if:
 - i. The Member resigns by written notice to the President.

- ii. Any sum due from the Member to the Group is not paid in full within two months of it falling due.
- iii. The Member ceases to be qualified for their category of Membership.
- iv. Membership is revoked by a resolution of the Members in General Meeting or a Meeting of the Committee, in accordance with Clause 13, 'Disciplinary Action'.

5. General Meetings

- a. The General Meeting constitutes the Group's highest decision-making body, subject to the provisions of this Constitution.
- b. The Group must hold an Annual General Meeting (AGM) in each academic year and not more than fifteen months may elapse between successive AGMs.
- c. A General Meeting that is not an Annual General Meeting is called an Extraordinary General Meeting (EGM).
- d. The Committee may call an Extraordinary General Meeting at any time.
- e. The Committee must call an Extraordinary General Meeting if requested to do so in writing by at least five Full Members of the Group.
- f. The Members' written request must state a complete agenda for the EGM.
- g. If the Committee does not hold an EGM within five days of their receipt of the Members' written request, the Members may proceed to hold an EGM in accordance with Clause 6, 'Proceedings of General Meetings'.

6. Proceedings of General Meetings

- a. Notice:
 - i. The minimum period of notice required to hold an Annual General Meeting is ten days. The minimum period of notice required to hold an Extraordinary General Meeting is three days.
 - ii. The notice must specify the date, time and place of the General Meeting, and an agenda for the General Meeting.
 - iii. If the General Meeting is to be an AGM, the notice must say so, and must invite nominations in accordance with Clause 9, 'Appointment of the Committee'.
 - iv. Notice must be given to all Members and to the Committee.
- b. Chairing:
 - i. General Meetings shall usually be chaired by the person who has been elected as President.
 - ii. If there is no such person or they are not present within fifteen minutes of the time appointed for the General Meeting, the Full Members present must elect one of their number to chair.
- c. Associate Members may speak at General Meetings with the permission of the meeting.
- d. Voting:
 - i. Every Full Member at a General Meeting, with the exception of the Chair, shall be entitled to one vote upon every voting matter. In the case of an equality of votes, the Chair shall have a casting vote.

- ii. Decisions may only be made by at least a simple majority of votes at a quorate General Meeting.
 - iii. All in-person voting shall be by a show of hands or secret ballot, at the discretion of the Chair. Should the Chair wish to use the medium of an online form, these votes will be counted at the discretion of the Chair.
 - iv. Absentee voting may only occur by a Full Member with prior notice of being unable to attend the General Meeting. These votes will be conducted in the medium of an online form and counted at the discretion of the Chair.
 - e. Minutes:
 - i. Minutes must be taken of all proceedings at a General Meeting, including the decisions made and where appropriate the reasons for the decisions.
 - ii. Minutes of a General Meeting shall be made available to all Members within seven days upon request.
 - f. Reports:
 - i. If the General Meeting is an AGM, the Chair may invite any of the Committee to offer a report of their activities whilst in office.
 - ii. The Treasurer must present a financial summary to the Members at the AGM.
 - g. Resolutions:
 - i. Any Full Member may propose a resolution to be discussed and voted upon at a General Meeting.
7. Officers and the Committee
- a. The Group and its property shall be administered and managed by a Committee comprising the officers appointed in accordance with Clause 9, 'Appointment of the Committee'.
 - b. Following the AGM held in April 2020, amendments to the Constitution were proposed and agreed on by a whole-orchestra vote. As such, The Group shall have the following officers from the academic year starting ~~September 2020~~ **July 2025**:
 - i. President
 - ii. Vice President
 - iii. Treasurer
 - iv. Orchestral Manager **(x2)**
 - v. Publicity Officer (x2)
 - vi. Librarian
 - vii. Outreach Projects Manager
 - viii. Tour Secretary (x2)
 - ix. Social Secretary (x2)
 - c. No one may be appointed a member of the Committee if they have been disqualified from becoming a member of the Committee under the provisions of Clause 13, 'Disciplinary Action'.
 - d. An Associate Member of the Group may be appointed a member of the Committee subject to the following conditions:

- i. They may only run for the position should no Full Member wish to run in the election;
 - ii. They must not hold the position of President or Treasurer in accordance with Clause 7 'Officers of the Committee';
 - iii. They are not allowed to participate in any deliberative vote in accordance with Clause 8 'Meeting of the Committee'.
 - iv. They are granted expressed permission by The Students' Union to run in the election.
- e. The number of the Committee must not be less than five, though is not subject to any maximum. There must always be:
 - i. a President
 - ii. a Vice President
 - iii. a Treasurer
 - iv. an Orchestral Manager
 - v. a Publicity Officer
- f. An officer or ordinary member of the Committee shall cease to hold office if they:
 - i. Cease to be a Full Member of the Group;
 - ii. Resign by notice to the Group;
 - iii. Are removed from office by a resolution of the Members in General Meeting or a Meeting of the Committee, in accordance with Clause 13, 'Disciplinary Action'.
- g. Upon the election of the new Committee after the Annual General Meeting, two Welfare officers must be elected on the basis that they:
 - i. Are a Full Member of the Group
 - ii. Agree to complete any necessary training
- 8. Meetings of the Committee
 - a. The Committee may regulate their proceedings as they think fit, subject to the provisions of this Clause.
 - b. Any member of the Committee may request the Vice President to call a Meeting of the Committee.
 - c. The Vice President must call a Meeting of the Committee if requested to do so by a member of the Committee.
 - d. Meetings of the Committee shall usually be chaired by the person who has been elected as President.
 - e. The quorum for a Meeting of the Committee is $(n+2)/2$ of the Committee size, n.
 - f. No decision may be made by a Meeting of the Committee unless a quorum is present at the time the decision is made.
 - g. Every member of the Committee, with the exception of the Chair or any Associate Committee Member, shall be entitled to one deliberative vote upon every voting matter. In the case of an equality of votes, the Chair shall have a casting vote.
 - h. Decisions may only be made by at least a simple majority of votes at a quorate Meeting of the Committee.

- i. Absentee voting may only occur by a Full Member with prior notice of being unable to attend the ~~General Meeting~~. **Committee Meeting.**
 - j. Minutes must be taken of all proceedings at a Meeting of the Committee, including the decisions made. Minutes should be freely available to the orchestra upon request.
9. Appointment of the Committee
- a. The Full Members of the Group in General Meeting shall appoint the officers of the Committee by election.
 - i. Elections for the Committee shall be held at an Annual General Meeting. By-elections for vacant offices shall be held at an Extraordinary General Meeting.
 - ii. A First-Past-The-Post system shall be used for all elections.
 - iii. In all elections Re-Open Nominations, 'RON', shall be a candidate. An election yielding a result of RON shall be re-run as a by-election.
 - b. The count for elections shall be conducted ~~publically~~ **publicly** by the Chair of the General Meeting, who must do so accurately. Should the Members in the General Meeting be dissatisfied with the accuracy of the count, they may resolve as a Point of Order to have the election re-counted or, if they remain dissatisfied, re-run as a by-election.
 - ~~e. A member of the Committee shall:~~
 - ~~i. assume office with effect from the conclusion of the General Meeting of their appointment;~~
 - ~~ii. retire with effect from the conclusion of the AGM next after their appointment, but shall be eligible for re-election at that AGM.]~~

A member of the Committee shall:

officially assume office at the end of tour, which traditionally takes place in June. In the absence of a tour, or a tour taking places at different times of year, this will happen with the conclusion of the Summer Concert. In the absence of the Summer Concert, the newly elected Committee will officially take office from 1st July each year.

retire with effect of the previous year's Committee in accordance with paragraph i. of this sub-clause, unless re-elected at the AGM after their appointment
 - d. The Committee must update their committee information on the Student Groups Hub provided by the Students' Union at www.susu.org (or failing that, to inform the Students' Union's Student Groups Officer) within seven days.
 - e. A retiring member of the Committee must transfer all relevant information and documentation to their newly-elected counterpart, or to the President, before the end of the academic year.
 - i. The newly elected President **or Orchestral Manager** is required to re-sign the Turner Sims percussion storage contract by the 1st July each year, commencing from July 2021.

~~f. The newly elected Committee will officially take office at the end of tour, which traditionally takes place in June. In the absence of a tour, or a tour taking place at different times of year, this will take place at the end of the summer concert. In the absence of a summer concert, the newly elected Committee will officially take office from the 1st July each year.~~

A member elected to the Committee via a by-election shall assume office with effect from the conclusion of the EGM of their appointment and retire in accordance with paragraph ii. of sub-clause c of this Clause.

10. Financial Management

- a. The Committee are jointly liable for the proper management of the Group's finances.
- b. The income and property of the Group must be applied solely towards the promotion of the objects.
- c. The Musical Director position is paid as per the amount set out in the Contract for services agreement between the Musical Director and the Group.
- d. The members of the Committee are entitled to be reimbursed from the property of the Group or may pay out of such property only for reasonable expenses properly incurred by them when acting on behalf of the Group.
- e. The accounts of the Group, as maintained by the Treasurer, must be made available to the Students' Union upon request.

11. Irregularities and Saving Provisions

- a. Subject to sub-clause b. of this Clause, all acts done by a Meeting of the Committee shall be valid notwithstanding the participation in any vote of a member of the Committee:
 - i. who was disqualified from holding office;
 - ii. who had previously retired or who had been obliged by this Constitution to vacate office;
 - iii. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise.
- b. Sub-clause a. of this Clause does not permit a member of the Committee to keep any benefit that may be conferred upon them by a resolution of the Committee if the resolution would otherwise have been void, or if the Committee has not complied with Clause 12, 'Conflicts of Interests and Conflicts of Loyalties'.
- c. The Members in General Meeting may only invalidate, as a Point of Order, a resolution or act of:
 - i. the Committee;
 - ii. the Members in General Meeting;
 - iii. if it may be demonstrated that a procedural defect in the same has materially prejudiced a Member of the Group.

12. Conflicts of Interests and Conflicts of Loyalties

- a. A member of the Committee must:

- i. declare the nature and extent of any interest, direct or indirect, which they have in any decisions of a Meeting of the Committee or in any transaction or arrangement entered into by the Group which has not been previously declared;
 - ii. absent themselves from any discussions of the Committee in which it is possible that a conflict will arise between their duty to act solely in the interests of the Group and any personal interest, including but not limited to any personal financial interest.
- b. Any member of the Committee absenting themselves from any discussions in accordance with this Clause must not vote or be counted as part of the quorum in any decision of the Committee on the matter.

13. Disciplinary Action

- a. Disciplinary action may be taken against any Member of the Group as a consequence of conduct:
 - i. detrimental to the reputation of the Group or the Students' Union;
 - ii. opposed to the objects of the Group (see clause 2) or the Students' Union;
 - iii. in contravention of any provision of this Constitution.
- b. Disciplinary action that may be taken against any Member may be, but is not limited to:
 - i. issue of a formal written warning;
 - ii. partial or total ban from certain Group activities;
 - iii. disqualification from becoming a member of the Committee;
 - iv. removal of a member of the Committee from office;
 - v. temporary or permanent revocation of Membership;
 - vi. referral of the complaint to the Students' Union's Disciplinary Committee.
- c. It is the right of the subject of the complaint to choose to have the disciplinary matter heard by either the Members in General Meeting, or a Meeting of the Committee. Either shall have the power to take disciplinary action, including but not limited to those measures set out in paragraphs i. – vi. inclusive in sub-clause b. of this Clause.
- d. Any disciplinary hearing must be conducted in an impartial, balanced, and fair manner, considering all representations on the matter.
- e. All disciplinary action must be subject to prior discussion with the Students' Union's Student Groups Officer.
- f. Members subject to disciplinary action have the right of appeal to the Students' Union's Student Groups Committee.
- g. A full report of all disciplinary action taken by the Group in the previous year must be presented at the AGM.

14. Membership Guidelines

- a. Upon entering the orchestra, membership guidelines are issued to all members. These are required to be signed as code of conduct.
- b. Members must attend a minimum of 70% of rehearsals to guarantee their participation in each concert of the same programme. If a member falls below the

required 70%, then the decision on concert participation lies with the Music Director and President, and this decision is final.

15. Music Director

- a. The Music Director and the President jointly discuss and finalise the rehearsal schedule for the year.
- b. The notice period the Music Director must give to resign from the position is three months before the end of the university term. ~~The notice period SUSO must give the Music Director to terminate the partnership is one year.~~ **The notice period SUSO must give the Music Director to terminate the partnership is 3 months before the end of the university term.**
- c. The contract between the Music Director and Committee must be signed each year by both parties, before any auditions take place.
- d. **In light of misconduct of the MD, SUSO reserve the right to terminate the agreement effective immediately in accordance with the MD contract.**

16. Affiliation to External Organisations

- a. The Group may only become an affiliate of an external organisation if:
 - i. the aims of that organisation are in line with those of the Group;
 - ii. the Members derive a direct benefit from the affiliation;
 - iii. no Policy of the Students' Union is breached by the affiliation;
 - iv. a resolution to affiliate is passed by the Members in a General Meeting.
- b. The Group's affiliation to an external organisation shall immediately lapse:
 - i. at the conclusion of each Annual General Meeting after affiliation, unless the Members in General Meeting resolve to re-affiliate at each AGM in accordance with sub-clause a. of this Clause;
 - ii. if a resolution to disaffiliate is passed by the Members in General Meeting.
- c. All external affiliations and disaffiliations must be reported to the Students' Union's Student Groups Committee within seven days.
- d. For the avoidance of doubt, the Students' Union is not an external organisation for the purposes of this Clause.

17. Amendment to the Constitution

- a. The Group may amend any provision contained in this Constitution provided that:
 - i. amendments do not:
 1. alter the objects in such a way that undermines or works against the previous objects of the Group;
 2. retrospectively invalidate any prior act of the Members in General Meeting or a Meeting of the Committee;
 - ii. a resolution to amend a provision of this Constitution is passed by at least a two-thirds majority of the Full Members present at a General Meeting;
 - iii. a copy of the resolution amending this Constitution is sent to the Students' Union within seven days of it being passed;
 - iv. The resolution is ratified by the Students' Union's Student Groups Committee.

- b. The interpretation of this Constitution shall be with the Committee, except that during a General Meeting or a Meeting of the Committee the Chair shall have this responsibility. The Members in General Meeting may resolve to revise any interpretation made by the Committee or a Chair as a Point of Order.
- c. The provisions of this Constitution shall be subordinate to those of the Articles, Rules, By-Laws and Policies of the Students' Union.
- d. The Committee and the Students' Union shall retain a copy of this Constitution, which the Committee must make available to Members upon request.

18. Dissolution

- a. If the Members resolve to dissolve the Group, the Committee will remain in office and be responsible for winding up the affairs of the Group in accordance with this Clause.
- b. A resolution to dissolve the Group must be passed by at least a two-thirds majority of the Full Members present at a General Meeting
- c. The Committee must collect in all the assets of the Group and must pay or make provision for all the liabilities of the Group.
- d. The Committee must apply any remaining property or money:
 - i. directly for the objects;
 - ii. by transfer to any Group or Societies for purposes the same as or similar to the Group;
 - iii. in such other manner as the Students' Union's Student Groups Committee may approve in writing in advance.
- e. The Members may pass a resolution before or at the same time as the resolution to dissolve the Group specifying the manner in which the Committee are to apply the remaining property or assets of the Group. The Committee must comply with such a resolution if it is consistent with the provisions of this Clause.
- f. In no circumstances shall the net assets of the Group be paid to or distributed among the Members of the Group.
- g. The Committee must ensure the register and all other data held by the Group are securely destroyed upon the dissolution of the Group.
- h. The Committee must notify the Students' Union within seven days that the Group has been dissolved. If the Committee is obliged to send the Group's accounts to the Students' Union for the accounting period which ended before its dissolution, they must send the Students' Union the Group's final accounts.

19. Interpretation

- a. In this Constitution:
 - i. 'The University' means 'the University of Southampton'.
 - 1. 'University term' and 'academic year' have the definitions set out in the University Calendar and Almanac.
 - ii. 'Financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.
 - iii. 'The Students' Union' means 'The University of Southampton Students' Union', trading as 'Union Southampton'.

1. 'Articles', or 'Articles of the Students' Union' mean the Students' Union's Articles of Association.
2. 'Rules' and 'Policies' have the definitions set out in the Articles.
3. 'By-Laws' has the definition set out in the Rules.