

Constitution of Clare Sound

1. The Society shall be known as Clare Sound.
2. Members of Clare Sound shall be known as "**technicians**", by the shortened form "**techies**".
3. Clare Sound shall at all times have at least one Head Technician, known also as the "**Head Tech**".
 - a. Unless otherwise delegated, the Head Tech shall also be the President of the society responsible for implementing the relevant provisions under this constitution in addition to society's finances, bookings, and general direction.
 - b. At the beginning of each term of office, the Head Tech shall promulgate a Code of Conduct establishing expected standards of members' behaviour whilst undertaking activities on behalf of Clare Sound.
 - c. As an unincorporated association, the Head Tech will be ultimately and solely liable for the affairs of the society unless liability falls to an individual member or members who fail to abide by the Code of Conduct.
4. The Society shall have, but not be limited to, the official positions of President, Treasurer and Secretary. These roles form the "**Executive Committee**" or "**Executive**".
 - a. The President, Treasurer and Secretary need not be roles held by different people; one person may hold more than one of these roles simultaneously.
 - b. The President shall be responsible solely for the administration of society affairs; operational authority will always be retained by the Head Technician.
 - c. The Treasurer shall be responsible for accounting and monitoring the society's finances.
 - d. The Secretary will be responsible for all society communications and minuting formal meetings.
 - e. The Treasurer and Secretary need not be Head Technicians of Clare Sound.
 - f. The President, at their discretion, may appoint a Vice-President or "**Deputy Head Technician**" who shall be a full member of the executive.
 - g. The President and Head Technician may dismiss members who fail to abide by the Code of Conduct if they unanimously agree.
 - h. No member of the Executive acting on authority delegated by the Head Technician shall be considered liable for the society except under provision 3c.
5. At the President's discretion, a non-executive "**Management Committee**" may be appointed.
 - a. The Management Committee shall advise the President on the society's strategic direction, key priorities, and make recommendations for equipment or asset purchases.
 - b. Members of the Management Committee will be appointed at the sole discretion of the President.

- c. If a Management Committee is formed, members must include all current members of the Executive and any additional members must be current or former Members of the society.
 - d. The Management Committee is an advisory body only and cannot individually or collectively exercise any executive powers.
6. Application for membership of Clare Sound is open not only to members of Clare College, but furthermore to the entire student and staff populace of the University of Cambridge, together with alumni of the University of Cambridge.
- a. Membership of the Society is not guaranteed upon application.
 - b. Membership of the Society is continuous and may be rescinded at any time, with immediate effect, without liability.
 - c. Acceptance of membership
 - i. Acceptance of membership is at the discretion of the Executive.
 - ii. In the event of a non-unanimous decision on membership by the Executive, the decision shall be made by majority decision.
 - iii. In the event of a tie in the process of determining membership, the casting vote shall be held solely by the President of Clare Sound.
 - d. The work Clare Sound undertakes involves an inherent level of risk. For this reason, membership may be refused or rescinded at the discretion of the Executive, if they deem an applicant or technician to be incapable of carrying out their duties adequately and safely.
 - e. Membership of the Society may be refused at the discretion of the Executive, under the same decision process as that used when determining acceptance of membership, for any reason, or none at all. Such a decision may be queried by the complainant, or by College or University authorities acting on their behalf.
 - f. If the refusal or withdrawal of membership of Clare Sound is worthy of complaint, complaints should at first be directed at one or more members of the Executive.
 - i. If any complaint made is not answered to a satisfactory standard, the complainant or an agent acting validly and honestly on their behalf may raise the issue to a higher authority, such as a College committee.
 - g. Clare Sound is an equal opportunities society, and will not discriminate on race, gender, disability, or any such characteristic. Clare Sound will only discriminate on grounds of health and safety, if at all.
7. Election of the new Executive
- a. The election of the new Executive of Clare Sound shall be made by the incumbent Executive.
 - b. The incoming Executive may consist of more, fewer, or the same number and description of roles as the incumbent Executive, but is not required to do so.
 - c. In the event of a non-unanimous decision by the Executive on any part of the decision process, resolution shall be made by a majority vote.
 - d. In the event of a tie in the voting described in clause 6c, the casting vote shall rest with the President of Clare Sound.

- e. If the incumbent Executive so chooses, following the resolution procedures as in clauses 7c and 7d, the incoming Executive may be decided by a popular vote among the Technicians of Clare Sound, excluding applicants.
 - i. This popular vote shall be implemented as a single, non-transferable voting system.
 - ii. In the event of a tie, the casting vote shall be with the President of Clare Sound.
 - f. Any member of the Executive of Clare Sound may serve more than one term of office, without restriction on the contiguity or number of terms of office served.
 - i. One term of office shall last not less than one Full Term as defined by the University of Cambridge.
 - ii. One term of office shall last not more than one full calendar year between the start and end dates inclusive.
 - g. Once the incoming Executive has been chosen, this decision shall be announced to the Society at large, by the incumbent Executive, at least one week before the decision comes into force in a durable form, such as an email or printed notice.
 - h. If the result of the election of the incoming Executive is known before or during the terminal End of Term Meal of the relevant academic year, this result shall be announced to those members of the Clare Sound present at this End of Term Meal. This shall happen in addition to the decree in clause 6g.
8. Any member of the Executive leaving office must provide fair warning of their intentions at least one week before they relinquish their position and the duties associated with it. This is to allow a reasonable time for a replacement to be found.
9. Sustenance and End of Term Meals
- a. The following clauses in this section shall apply unless exceptional circumstances are encountered including, but not limited to:
 - i. The (predicted) cost of the sustenance or End of Term Meal would cause Clare Sound to go bankrupt
 - ii. The (predicted) cost of the sustenance or End of Term Meal would cause Clare Sound's finances to drop below a level deemed by the Executive as safe and reasonable for handling unexpected damage or the loss of equipment.
 - b. If exceptional circumstances are encountered, Clare Sound shall not be liable for any disruption caused, nor shall any debt be owed by Clare Sound to Technicians, whether monetary or otherwise.
 - c. Technicians shall be entitled to food and/or drink(s) for their assistance in an event lasting longer than three (3) hours or requiring significant physical effort.
 - d. Special provision may be made by Clare Sound for additional sustenance based on medical grounds, such as for diabetic members.
 - e. The quantity and type(s) of sustenance provided shall be at the discretion of the Lead Technician for any given event.

- i. If a member of the Executive is involved with an event through Clare Sound, they may overrule the Lead Technician on their choice(s) of sustenance, so long as their choice(s) are not excessive nor cause unreasonable drain on Clare Sound's finances.
- f. At least one form of sustenance shall be provided to each qualifying Technician which meets dietary requirements. For example, if a qualifying Technician is vegetarian or vegan, they are entitled to request sustenance classified as being suitable for a vegetarian or vegan.
 - i. If the dietary requirements of an individual are unusual or specific, Clare Sound will not be required to provision for them explicitly.
 - ii. If the dietary requirements of an individual are unusual or specific, that individual may purchase sustenance of their own choice prior to an event they are involved in through Clare Sound and claim some or all of the cost of that sustenance, subject to presentation in physical or electronic form to the Lead Technician for that event or to a member of the Executive.
- g. End of Term Meals
 - i. There shall be one End of Term Meal for every term, as defined by the University of Cambridge.
 - ii. End of Term Meals are not required to happen in the term they correspond; they may be carried over into the subsequent academic term.
 - iii. A Technician shall qualify for an End of Term Meal if they assist in three events per term on average, averaging over two contiguous terms. For example, a Technician who helps five times in term T1 and once in term T2 will still be eligible for the End of Term Meal for T2. However, a Technician assisting in 9 events in term T1, none in term T2 and fewer than three events in term T3 would be eligible for End of Term Meals in T1 and T2, but not in T3.
 - iv. Any Technician not qualifying for an End of Term Meal in a given term may still be invited to that term's End of Term Meal, at the discretion of the Executive.
 - v. End of Term Meals often happen at restaurants, but may happen at any form of venue serving food and/or beverages, at the house of a Technician, as a picnic, or at some other agreed-upon location, with the exclusion of nightclubs and discos.
 - vi. The Executive must announce the date, time and location of each End of Term Meal such that there is sufficient time for the majority of attending Technicians to travel there.
 - vii. Any End of Term Meal may be substituted by an equivalent event. For example, a June Event or Garden Party would be a suitable substitute for the terminal End of Term Meal.
 - viii. The venue chosen must be amenable to all qualifying Technicians who intend to go, in that if it serves food, there are main course dishes on the menu which each individual can eat, subject to their dietary and religious requirements.

10. Payment of Members

- a. Clare Sound may pay technicians for events.
- b. The payment of technicians is a privilege as a reward for events, not a guaranteed benefit; may events will not lead to members being paid except by way of reimbursement.
- c. No profits from Clare Sound are in any way made or reserved for the personal gains of its members with one exception:
 - i. The President, at their sole discretion, may reasonably determine an event which satisfies the following conditions to be profit making:
 1. The event is outside of University term time (for example during the summer vacation);
 2. Society finances are sufficient to cover replacement of key; equipment if necessary;
 3. The event is not student organised
- d. No member of Clare Sound is entitled to be paid by or through Clare Sound except in repayment for expenditure in the course of duties for Clare Sound, or as agreed payment for an event; no dividends or shares shall be given.

11. Hire Agreements

- a. Clare Sound may for some or all events it agrees to participation in, require the hirer of Clare Sound to sign a hire agreement.
- b. The hire agreement shall provide the terms of hire.
- c. The hire agreement shall detail equipment being hired from Clare Sound.
- d. Two copies of any and all hire agreements shall be signed - one for the hirer, one to be kept by Clare Sound.
- e. Hire agreements shall only be signed by those parties with sufficient authority to sign.

12. Invoices

- a. Clare Sound will provide invoices for events or equipment hire to the event organiser, hirer or agent acting on their behalf, within a reasonable time upon request.

13. Event leads

- a. The Lead Technician for an event referred to as the 'Event Lead' is defined as the member of Clare Sound organising and running an event.
- b. The Lead Technician for an event may change during the course of that event.
- c. The Lead Technician is responsible for the actions and behaviour of Clare Sound at an event.
- d. The Lead Technician need not be a member of the Executive, nor even be a senior member of Clare Sound.
- e. The Lead Technician for an event will have been nominated in advance by one or more of the Executive, subject to the voting procedure described previously.

- i. In the event that a Lead Technician was not nominated, or the nominated technician was or became unavailable, this role shall fall to the most senior technician present at an event, unless another member volunteers and is accepted, or is nominated and accepts.
- ii. The Lead Technician for an event has ultimate responsibility and control over that event, with the exception of payment for that event which rests with the Treasurer.

14. Access to equipment by current and previous members and executives

- a. Current and previous members of the society (as defined in clauses 2 and 5) may request to hire equipment owned by the society for personal use at preferential hire rates by way of correspondence with the incumbent President.
 - i. The granting of preferential hire rates to current and previous members is at the sole discretion of the incumbent President and may be determined by the member's level of involvement in society activities as well as their conduct during their active membership period.
 - ii. Preferential hires may only take place if the requested equipment is not being used for a standard event.
 - iii. If a standard booking coincides with the booking of equipment by the current or previous member, the member's booking may be cancelled at the discretion of the President.
 - iv. The terms and conditions of the standard hire agreement will always apply to any and all member bookings.
 - v. Access to equipment at preferential rates is a privilege earned through the member's contribution to the society and not an entitlement or right. As such, this privilege may be revoked at any time by the incumbent President on reasonable grounds including:
 1. Misuse of the equipment;
 2. Causing damage to the equipment;
 3. Failure to return the equipment in a timely manner as specified under the terms of the hire;
 4. Using the equipment for commercial purposes unless specifically agreed in writing with the incumbent President.
- b. Current and previous society executives (as defined in clauses 4) may request to hire equipment owned by the society for personal use at a £1 (GBP 1.00) hire rate by way of correspondence with the incumbent President.
 - i. The granting of £1 hire rates to current and previous executives is at the sole discretion of the incumbent President and may be determined by the member's level of involvement in society activities as well as their conduct during their active membership period.
 - ii. £1 hires may only take place if the requested equipment is not being used for a standard event.

- iii. If a standard booking coincides with the booking of equipment by the current or previous executive, the executive's booking may be cancelled at the discretion of the President.
- iv. The terms and conditions of the standard hire agreement will always apply to any and all member bookings.
- v. Access to equipment at preferential rates is a privilege earned through the executive's significant contribution to the society and not an entitlement or right. As such, this privilege may be revoked at any time by the incumbent President on reasonable grounds including:
 - 1. Misuse of the equipment;
 - 2. Causing damage to the equipment;
 - 3. Failure to return the equipment in a timely manner as specified under the terms of the hire;
 - 4. Using the equipment for any commercial purpose unless specifically agreed prior to the hire period in writing with the incumbent President.

15. Changes to the Constitution

- a. Changes to Clare Sound's Constitution may be suggested by any accepted member of the Society for consideration by the Executive.
- b. The Executive alone has the right to reject or accept changes to the Constitution.
- c. Where it is found that an article of the Constitution is contrary to the law, this must be changed as soon as is practicable to abide by the relevant law.
- d. For a change to the Constitution to be accepted, the decision shall be made in the same way as previously described, by a majority vote with the President having the deciding vote.
- e. However, both the current President and prior President of Clare Sound shall have the right to veto any change to the Constitution.
- f. When a change is made to the Constitution, this shall be made reasonably known to the Society, for example via inclusion in an email.

16. Dissolution of the society

- a. The society may undertake to dissolve if each and all of the following conditions are satisfied:
 - i. A ballot of members returns a 75% majority in the affirmative;
 - ii. The executive reaches a unanimous decision in the affirmative;
 - iii. A simple majority of all reasonably contactable previous Presidents within a two week period agree to dissolve the society.
- b. Thereafter, the incumbent executive must make best endeavours to identify, in order of preference: a registered student society based in Clare College; a University registered society; or a student society based in a different College of the University, that is most aligned with the aims and purposes of Clare Sound to whom all assets may be transferred.

- c. If a suitable society is identified, the executive must ratify the decision by way of the voting procedure detailed in clauses 15a i,ii,iii.
- d. If the incumbent executive fails to identify a suitable society, a Dissolution Committee shall be formed including:
 - i. The incumbent executive;
 - ii. All previous Presidents who are reasonably contactable.
- e. The Dissolution Committee must appoint a Chairperson (“the Chair”) by way of a simple vote of committee members.
- f. Only the Chair may propose motions to be voted upon by committee members.
- g. If a dissolution motion is proposed by the Chair which returns a simple majority of the committee members, this will be binding and must be implemented.
- h. The incumbent executive shall be responsible for the implementation (unless specified in the ratified dissolution motion) and must make best endeavours to that end.
- i. If no agreement can be reached within a two week period, a new Chairperson must be elected.