

# Guide Bridge Theatre

## Membership and Friends Policy

### 1 INTRODUCTION

- 1.1 Guide Bridge Theatre Ltd (GBT) is a company limited by guarantee (Companies Act 2006) and a not for profit organization. Any surpluses are re-invested into the company. Instead of shareholders a company limited by guarantee has guarantors/members. It was incorporated on 30th December 2009.
- 1.2 Each member guarantees to pay the sum of £1 in the event the Company is wound up when insolvent. This guarantee lasts for one year after their membership ceases.
- 1.3 Each member's name and contact details must be listed on a register of members which the company is required by law to maintain. (Section 113 Companies Act 2006) and members must expressly consent to this.
- 1.4 **The members of a company –Section 112 Companies Act 2006**  
(1)The subscribers of a company's memorandum are deemed to have agreed to become members of the company, and on its registration become members and must be entered as such in its register of members. (Statutory Registers)  
(2)Every other person who agrees to become a member of a company, and whose name is entered in its register of members, is a member of the company.

There were four original subscribers to the Company.

The statutory provisions are supplemented by the company's articles of association.

In relation to membership of the company they provide:-

#### 1.5 Part 3 Members

##### **Becoming and ceasing to be a member**

All matters pertaining to becoming and ceasing to be a member of the Company shall be contained in the Company's Membership Policy from time to time and as agreed by the Members at a General Meeting.

##### **Rules and Bye-laws**

Article 41 provides that Directors have power to make, alter and repeal all rules and bye-laws as they deem necessary for the proper conduct and management of the company providing they are not inconsistent with the articles.

**This membership policy is made pursuant to that power.**

- 1.6 In addition to membership the Company has adopted a category of patronage for supporters of Guide Bridge Theatre who don't wish to become members.

## **2 THE POLICY**

- 2.1** The Company has determined the following categories of membership and friends arrangements:-
- Friends
  - Active Members
  - Life Members
  - Junior Friends
  - Corporate Sponsors
- 2.2** The above categories are set out in detail in terms of contributions and benefits in Appendix 1 'Love Guide Bridge Theatre.' The Directors can determine from time to time the annual contribution fee and benefits package attaching to any category.
- 2.3** Membership is open to any individual adult (over 18) who has an active interest or role in the promotion, organisation or management of Guide Bridge Theatre Ltd in any capacity, in support of any of its Objects, as set out in the Articles.
- 2.4** Members must agree to provide the Members Guarantee as set out in Article 2 of the Company's Articles of Association. The guarantee amount is £1)
- 2.5** Membership and Friendship runs for 12 months from the date of confirmation of membership/friendship and the annual contributions will fall due each year after that on the anniversary date and must be paid to the Company within 30 days of the due date.
- 2.6** The Directors shall have power to make decisions from time to time for the operational efficacy of this membership policy. Any changes made will be reported to the next meeting of the Members.

## **3 APPLICATIONS**

- 3.1** Applications must be made on a form approved by the Directors from time to time.

## **4 STATUTORY REGISTER OF MEMBERS/ROLL OF FRIENDS**

- 4.1** Directors will maintain a Membership Roll pursuant to Section 113 Companies Act 2006 and also in an edited format for Data Privacy purposes. The latter being available for inspection on request.
- 4.2** Directors will maintain a Friends of GBT Roll pursuant to Data Privacy requirements.

## **5 TERMINATION**

- 5.1** Members and Friends who do not make payment of the annual contribution by the due date in any year will be deemed to have terminated their membership/friendship as if written notice had been given by them to the Company.
- 5.2** Members and Friends may withdraw from membership of the company at any time by giving notice to the company in writing by email or letter.
- 5.3** A person's membership/friendship status is terminated when that person dies or ceases to exist or may be terminated in circumstances where their conduct in the opinion of the Directors is considered to be improper.
- 5.4** Membership/Friendship status is not transferrable.

## **6 MEMBERSHIP OFFICER**

- 6.1** The Directors may appoint and delegate the duties under this policy to a Membership Officer and may determine that Officers duties in line with this policy.