


CAROL PREST

SOCIETIES ACT OF BRITISH COLUMBIA
VARIETY – THE CHILDREN’S CHARITY OF BC

BY-LAWS

PART 1– INTERPRETATION

1.1 In these By-Laws, unless the context otherwise requires:

- (a) “Barkers” has the meaning ascribed to it in Part 2.1(a);
- (b) “Chief Barker” means Chairman of the Board of Directors of the Tent;
- (c) “Crew” means the Board of Directors of the Tent;
- (d) “Crew Members” has the meaning ascribed to it in Part 4.1;
- (e) “Dough Guy” means the Treasurer of the Tent;
- (f) “Honorary Barkers” has the meaning ascribed to it in Part 2.1(b);
- (g) “Members” means all classes of Members set out in Part 2.1;
- (h) “Property Master” means the Secretary of the Tent;
- (i) “Societies Act means the Societies Act of British Columbia, as may be amended from time to time
- (j) “Tent” means Variety - The Children’s Charity of BC;
- (k) “Variety International” means Variety - the Children’s Charity International.

PART 2- MEMBERSHIP

2.1 Members shall be of two classes, known as:

- (a) BARKERS: Barkers shall be persons of legal age, members in good standing and of good moral character. Each Barker shall be entitled to vote at all general and special meetings of the Tent.
- (b) HONORARY BARKERS: Honorary Barkers shall be distinguished persons and shall be declared elected to honorary membership upon the affirmative vote of at least two-thirds (2/3) of the Crew for a term as determined by the Crew. Honorary members shall not have the right to vote.

- 2.2 All candidates for membership shall be proposed by at least two (2) Barkers of the Tent. All such nominations shall be vetted by the committee on membership of the Tent and shall be elected by the Crew, in accordance with such process and procedures as may be set by the Crew from time to time.
- 2.3 Honorary Barkers shall enjoy all the rights and privileges of the Tent, except as herein provided. Every Barker shall be entitled to the social privileges of this Tent, except if any Barker be expelled or suspended such privileges shall no longer exist subject to the By Laws of the Tent.
- 2.4 Any Barker who shall resign or for any reason be expelled from the Tent, shall, in order to regain membership, follow the procedure required for those originally seeking membership, and in addition, as a condition of re-instatement, shall pay all indebtedness, if any, owed to the Tent.
- 2.5 The Tent shall maintain a roster of all current Members.

PART 3 - GENERAL MEETINGS

- 3.1 The Annual General Meeting of the Tent shall be held between October 1st and January 15th following the September 30th year end of each year and notice of said meetings shall be given in writing to each Barker, at least three (3) weeks prior to the said meeting.
- 3.2 Special General Meetings of the Tent may be called at any time by the Crew and notice of said meeting shall be given in writing to each Barker at least ten (10) days prior to the said meeting.
- 3.3 The Tent shall hold at least one (1) General Membership Meeting in each year.
- 3.4 Each Barker shall have one (1) vote at all general meetings of the Tent. Voting shall be in person, or may be by electronic ballot in accordance with terms and conditions as approved by the Crew from time to time.
- 3.5 At any general meeting a declaration by the chair of the meeting that a resolution has been carried and an entry to that effect in the minutes of the proceedings of the Tent shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 3.6. Twenty-five (25) Barkers personally present at a general meeting shall constitute a quorum.

PART 4 - ELECTION OF CREW AND OFFICERS

- 4.1 The Crew of the Tent shall from time to time, consist of fifteen (15) elected Members, excluding any employees of the Tent, to be reduced to fourteen (14) effective January 1, 2017 and to twelve (12) effective January 1, 2018. The elected Crew Members shall be elected for a term of two (2) years at the Annual General Meeting. Effective January 1, 2018 and each year thereafter six (6) Members shall be elected as Crew Members of this Tent. Included as crew members of this Tent are the three (3) former Chief Barkers whose

terms have most recently expired and who are members of this Tent.

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4.2 The election of the Officers and Crew Members shall be held employing the procedures as follows:

- (a) A committee authorized by the Crew, shall submit to the membership at least twenty-one (21) days prior to the Annual General Meeting, a list of nominees for election to the Crew. Provided, that other nominations may be made by the membership at least seven (7) days prior to the Annual General Meeting.
- (b) The names of all nominees shall be placed upon a ballot and the Barkers shall vote for not more than six (6) Barkers, effective January 1, 2018 and in each year thereafter. The requisite Barkers who are elected shall be Crew Members of this Tent.
- (c) Within one (1) week after this election, or as soon as practicable, the Crew itself shall meet and elect from their members the Chief Barker and the other Officers of the Tent. At such meeting a quorum shall be a majority of the Crew and election to office shall be by a majority vote of those present. A Crew Member may attend, and be present, at such meeting:
 - (i) in person; or
 - (ii) at the discretion of the current Chief Barker, by telephone or by other communications medium if all Crew Members participating in the Crew meeting, whether by telephone or by other communication mediums or in person, are able to communicate with each other.
- (d) A Member who has served 10 consecutive years on Crew is no longer eligible for re-election. Any Member affected by this bylaw will be eligible for election upon completing a one (1) year absence from the Crew. The immediate Past Chief Barkers are exempt from this bylaw while completing their terms as described in Part 4.1.

PART 5 – CREW AND OFFICERS

5.1 The Crew shall have the following powers:

- (a) To enact, repeal and amend By-Laws for the conduct of the affairs of the Tent in accordance with Part 15 herein.
- (b) To enact and enforce rules and regulations for the government of the Tent and of its members.
- (c) To assess the annual dues of Barkers provided same is approved by the majority of Barkers at any general or special meeting.
- (d) To hear and determine all charges and complaints against any member and to suspend, restrict, or expel such members for cause. Provided that a hearing must be held to enforce the foregoing whereby, such member shall be afforded “natural justice”.

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- (e) To exercise such powers and perform such other acts as may from time to time be necessary or expedient for the good of the Tent and its Members.
- (f) To delegate the performance of the various functions of the Tent to standing and special committees in whole or in part.
- (g) To employ or engage under contract, the Chief Executive Officer or person in a similar position with the Tent, or such other persons as it deems necessary to carry out the work of the Tent, and may also terminate the employment or engagement of such persons as it sees fit.
- (h) To establish and monitor the mission, values, vision, core strategies and strategic plans and policy statements, if any, of the Tent.

5.2 All Officers and Crew Members at the time of their election shall meet the requirements of a Barker as defined herein.

5.3 Officers, other than the Chief Executive Officer, shall take office for one year starting January 1st of each year and will have the following designated names of office:

- (a) Chief Barker/ Chairman of the Board;
- (b) First Assistant Chief Barker;
- (c) Second Assistant Chief Barker;
- (d) Property Master/Secretary;
- (e) Dough Guy/Treasurer; and
- (f) Such other names of office as deemed advisable by the Crew.

5.4 No Officer, other than the Chief Executive Officer, or Crew Member shall receive any compensation for his/her services in this capacity unless compensation is approved by a vote of a majority of the Crew present at any regular or special meeting, such meeting being held upon a ten (10) days' prior written notice stating the question of compensation will be submitted to such meeting.

5.5 The Crew shall designate its Chief Barker as Chairman of the Board and, notwithstanding any other provision herein, all other positions on the Crew shall carry such designated office as the Crew deems advisable.

PART 6 – PROCEEDINGS OF OFFICERS AND CREW

6.1 All action by the Crew shall be by a majority vote unless otherwise provided.

6.2 A Quorum at a meeting of the Crew shall consist of a majority of the Crew. A Crew Member may attend, and be present, at a meeting of the Crew:

- (a) in person; or
- (b) at the discretion of the Chief Barker, by telephone or by other communications medium if all Crew members participating in the Crew Meeting, whether by telephone or by other communication mediums or in person, are able to communicate with each other.

A Crew Member who participates in a meeting in a manner contemplated by this subsection is deemed to be present at the meeting and to have agreed to participate in that manner.

6.3 Meeting Chair- The Chief Barker will normally chair all Crew meetings. If at any Crew meeting the Chief Barker or the First Assistant Chief Barker is not present within 15 minutes after the start of the meeting, or requests that he or she not chair that meeting, the Crew may choose one of their numbers to chair that meeting.

6.4 Voting - In case of an equality of votes, the Chair shall have a casting vote in addition to the vote to which the Chair may have been entitled to as a Crew Member.

6.5 Attendance - Any Crew Member who misses three consecutive meetings, without reasonable cause, may be expelled from the Crew and divested of his/her office, by a two thirds (2/3) majority of the votes cast by the Crew Members present at a meeting at which such a resolution is proposed. Same shall require a notice of such resolution be given to the defaulting Crew Member prior to the said meeting.

6.6 Indemnification of Crew Members - Subject to the Societies Act, every Crew Member of the Tent and his/her heirs, executors, administrators and other legal personal representatives shall, from time to time, be indemnified and saved harmless by the Tent from and against any liability and all costs, charges and expenses that such Crew Member sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him/her for in respect of anything done or permitted by him/her in respect of the execution of duties of his/her office, and all other costs, charges and expenses that he/she sustains or incurs in respect of the affairs of the Tent, except such liabilities, costs, charges or expenses as are occasioned by his/her own wilful neglect or default.

6.7 It shall be provided that:

(a) In the absence of the Chief Barker, the First Assistant Chief Barker shall exercise the powers and duties of the Chief Barker.

(b) If a vacancy occurs in the office of Chief Barker, the First Assistant Chief Barker shall fill such vacancy. If a vacancy occurs in the office of First Assistant Chief Barker, the Second Assistant Chief Barker shall fill such vacancy. All other vacancies among Officers or Crew Members shall be filled from those Barkers who are eligible to become Crew Members by the remaining Crew Members. All vacancies shall be filled only for the unexpired term.

PART 7– COMMITTEES

7.1 The Crew may delegate any, but not all, of its powers to committees.

7.2 A committee so formed in the exercise of the powers so delegated shall conform to any terms of reference or rules imposed on it by the Crew, and shall report every act or thing done in exercise of those powers to the earliest meeting of the Crew to be held next after it has been done.

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7.3 Committee membership shall not be limited to Crew Members.

7.4 The Crew may set the type and number of committees except that at all times the following committees must be formed:

- (a) Governance Committee;
- (b) Membership Committee;
- (c) Heart of Variety Committee;
- (d) Finance and Audit Committee

7.5 The Crew may rename any committee by resolution at its discretion.

7.6 The terms of reference for all committees shall be approved by the Crew from time to time.

7.7 Each committee shall have a chairperson whom shall be approved by the Crew upon recommendation of the Chief Barker to the Crew. If a committee chairperson is not present within 15 minutes after the time appointed for holding the meeting, the committee members present shall choose one of their numbers to be chairperson of the meeting.

7.8 All members of a committee shall have the right to vote at any committee meeting unless otherwise specified in the terms of reference for such committee.

7.9 The members of a committee may meet and adjourn as they think proper, unless otherwise required by the applicable terms of reference.

PART 8 - DUTIES OF OFFICERS

8.1 The Chief Barker shall, when present, preside at all meetings of the Tent and the Crew. He/she shall have general oversight of the affairs and business of the Tent. During the absence or inability of the Chief Barker, his/her duties or powers may be exercised by the First Assistant Chief Barker or by such Crew Member as may be appointed by the Crew, and if the First Assistant Chief Barker or other Crew Member exercises any such duties or powers, the absence or inability of the Chief Barker shall be presumed with reference thereto.

8.2 The Property Master shall be Secretary of the T e n t . He/she shall attend all meetings of the Crew and shall oversee the reporting of all facts and minutes of proceedings in the books kept for that purpose, and shall perform such other duties as may from time to time be determined by the Crew.

8.3 The Dough Guy shall oversee the keeping of full and accurate accounts of all receipts and disbursements of the Tent in proper books of account, and shall render to the Crew at regular meetings thereof or whenever required of him/her an account of all financial transactions and of the financial position of the Tent. He/she shall also perform such other duties as may from time to time be determined by the Crew.

PART 9 - MINUTES AND BOOKS OF ACCOUNT

- 9.1 Written minutes of all meetings of the Barkers and of the Crew of this Tent shall be prepared and maintained.
- 9.2 Members shall have access to all records of the Tent as set out in the Societies Act, except for accounting records.

PART 10 - HEART OF VARIETY

- 10.1 The charitable work of the Tent shall be designated Heart of Variety. Heart of Variety may be maintained in the form of a separate bank account, or if the Crew so designates, a charitable trust or corporation may be established and all funds of Heart of Variety may be transferred to such trust or corporation.
- 10.2 If Heart of Variety be maintained in the form of a bank account, the fund shall be administered under the supervision of the Crew. If Heart of Variety be maintained in the form of a charitable trust or corporation, the funds shall be administered by Trustees or Directors of the trust or corporation as the case may be.
- 10.3 The Crew of the Tent may from time to time designate the amount of funds in the Tent treasury to be transferred to Heart of Variety. The funds and any other property of Heart of Variety shall be used exclusively on those charitable and welfare activities of the Tent as designated by the Crew or by the membership. In no event can funds of Heart of Variety or the Charity Funds of a Tent be the subject of a loan to the Tent treasury.
- 10.4 All fund raising activities shall conform with federal, provincial and local laws, regulations and ordinances. As set forth in Part 10.3, funds of Heart of Variety must be used exclusively for such purposes, provided, however, that legitimate and accurately itemized expenses thereof may be charged to such gross receipts and in accordance with the prevailing laws.

PART 11 - THE SEAL

- 11.1 The seal of the Tent, if any, shall be in the custody of the Property Master and shall be used only under the authority of a resolution of the Crew or as otherwise provided in these By-Laws.

PART 12- BANKING

- 12.1 The bank account of the Tent shall be kept in such bank or banks as the Crew may from time to time by resolution determine. Cheques on the bank account, drafts drawn or accepted by the Tent, borrowing of funds and promissory notes given by it may be signed, drawn or accepted, as the case may be, by such Officer or Officers, person or persons as the Crew may by resolution from time to time name for that purpose.
- 12.2 Bills of exchange, promissory notes, cheques, or orders for money may be endorsed for deposit to the credit of the Tent's bank account by such Officer or Officers, person or

persons as the Crew by resolution from time to time may name for that purpose.

PART 13 - CONTRACTS

- 13.1 Contracts in the ordinary course of business may be entered into on behalf of the Tent by persons authorized by the Crew.
- 13.2 Transfers, deeds, contracts and acknowledgements on behalf of the Tent shall be signed by such persons as the Crew may designate.
- 13.3 Any two Crew Members designated by the Crew, may transfer any and all shares of stock, bonds, or other securities from time to time standing in the name of the Tent in its individual or in any other capacity or as trustee or otherwise, and may accept in the name and on behalf of the Tent transfers of shares of stocks, bonds or other securities from time to time transferred to the Tent and may affix the corporate seal, if required, to any such transfers or acceptances of transfers, and may make, execute and deliver under the corporate seal or otherwise, any and all instruments in writing necessary or proper for such purpose, including transfers of shares of stock, bonds, or other securities on the books of any company or corporation.

PART 14 - AUDITORS

- 14.1 One or more auditors shall be appointed for the ensuing year by the Barkers at each Annual General Meeting.
- 14.2 The auditors shall submit to Crew, the audited financial statements within ninety (90) days after the close of the financial year and before the Annual General Meeting.
- 14.3 A financial report of the affairs of the Tent shall be prepared and submitted to the Crew as soon after the finalization of the audited financial statements as possible and such financial report shall be placed within the Annual Report and before the Barkers at the Annual General Meeting.
- 14.4 Until otherwise approved by the Crew, the financial year of the Tent shall end on the 30th day of September in each year.

PART 15 - BY-LAWS

- 15.1 The By-Laws of the Tent may be amended or repealed and new By-Laws may be enacted by an extraordinary resolution properly passed at a duly called general or special meeting of the Tent; provided that the notice for the meeting specifying the intention to propose the resolution as an extraordinary resolution has been duly given and the resolution is passed as an extraordinary resolution, being by a majority of two-thirds (2/3) of the Members present at the meeting and entitled to vote.

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PART 16 - NOTICES

- 16.1 Whenever under the provisions of these By-Laws, notice is required to be given, such notice shall be given or made in writing and shall either be personally delivered, sent by regular mail, or sent by facsimile, electronic mail or similar verifiable electronic transmission addressed to the member at his/her last address as the same appears on the records of the Tent. A notice or other documents so served shall be deemed to be served at the time that it is deposited in the post if sent

by regular mail, or at the time it is sent if given otherwise. The accidental failure or omission to give notice shall not invalidate the proceedings at any meeting provided the required number of Barkers is present thereat.

PART 17 - DISSOLUTION PROVISIONS

17.1 Upon winding up or dissolution of the Tent, the assets which remain after payment of all costs, charges, and expenses and settlement of all obligations which are properly incurred in winding up shall be distributed to like minded charities, registered in British Columbia, as defined in the Canadian Income Tax Act, as may be determined by the members of the Tent at the time of winding up or dissolution.

Dated as of December 6, 2016