# Operating Agreement between THE SOCIETY FOR CREATIVE ANACHRONISM LTD (SCA Ltd) AUSTRALIA and THE SOCIETY FOR CREATIVE ANACHRONISM NEW ZEALAND, INC (SCANZ)

## 30 September 2015

#### I Purpose

This document codifies the terms of an operating agreement between the Society for Creative Anachronism New Zealand Inc. (SCANZ) and the Society for Creative Anachronism Ltd (SCA Ltd), who together provide a legal framework for the SCA Kingdom of Lochac.

This agreement shall continue unless terminated in writing by either party, given by 15 February of that year. Such termination shall be effective on the next 1 April. This agreement shall be subject to review, revision, and readoption every three years.

The effective date of readoption shall be 1 April in those years, although any change shall not be effective until ratified at the next meeting of the Board of Directors of SCA Ltd and the Committee of SCANZ.

This agreement recognises that both SCA Ltd and SCANZ have a combined operating agreement with the Society for Creative Anachronism, Inc. (SCA Inc), a California corporation, by which they license the use of copyrighted materials, trademarks and other intellectual property belonging to the SCA Inc., and to whom they separately pay affiliation fees. Any alterations to those agreements with the SCA Inc. shall necessitate a review of this agreement.

#### **II Financial Arrangements**

SCA Ltd and SCANZ shall be financially independent and each shall be independently responsible for their own financial administration. SCANZ and SCA Ltd shall each provide their own insurance in a manner appropriate to the legal requirements of each country.

SCANZ and SCA Ltd shall be separately responsible for financing the printing and distribution of the Kingdom Newsletter to their own members. The financing and distribution of the newsletter shall be arranged in a manner agreeable to SCA Ltd, the SCANZ and the Kingdom.

#### **III Reciprocal Membership Recognition**

SCA Ltd and SCANZ shall mutually recognise each other's memberships at events. SCA Ltd and SCANZ shall each be responsible for their own membership administration. SCA Ltd and SCANZ shall ensure that a current and accurate list of members within the Kingdom is available at all times.

#### **IV Sanctions Against Members**

The Kingdom Seneschal shall immediately report requests for revocation and denial (R&D) of membership to the SCA Ltd Board and SCANZ Committee. If an R&D investigation affects both bodies then they shall jointly investigate the request and apply sanctions as they deem appropriate. Otherwise, after the directlyaffected body has made its own investigation and determination, the other shall review this prior to promulgation.

Before promulgation, the Kingdom Seneschal shall inform the Society Seneschal of any R&Ds agreed by the SCA Ltd Board or SCANZ Committee. Sanctions against members shall have equal effect in New Zealand and Australia, subject to the local law in each country.

#### V Corpora and Changes

Should a provision of Corpora or Society Officer Policies prove inapplicable in Australia or New Zealand then the SCA Ltd Board and SCANZ Committee shall bring said provision to the attention of the Board of Directors of SCA Inc. and apply for an exemption to cover both SCA Ltd and SCANZ.

### **VI** Appointment of Kingdom Officers

The Crown shall warrant Kingdom Officers after receiving advice from the Kingdom Seneschal. Equal consideration shall be given to eligible members of either SCA Ltd or SCANZ.

Agreed, in behalf of each organisation,

Donna Page Board Chair SCA Ltd Date: 7 September 2015

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Dillon Burke Committee Chair SCA NZ Inc Date: 2 November 2015