

Operating Agreement
Between
THE SOCIETY FOR CREATIVE ANACHRONISM NEW
ZEALAND, INC (SCANZ)
And
THE SOCIETY FOR CREATIVE ANACHRONISM Ltd (SCAA)

29 May 2011

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 (SCAA), 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 the SCAA and the Committee of SCANZ.

This agreement recognises that both the SCAA and the 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

The SCAA and the SCANZ shall be financially independent and each shall be independently responsible for their own financial administration.

The SCANZ and SCAA shall each provide their own insurance in a manner appropriate to the legal requirements of each country.

The SCANZ and the SCAA 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 the SCAA, the SCANZ and the Kingdom.

III Reciprocal Membership Recognition

The SCAA and the SCANZ shall mutually recognise each other's memberships at events. The SCAA and the SCANZ shall each be responsible for their own membership administration. The SCAA and the 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 SCAA Board and SCANZ Committee. If an R&D request affects both bodies then they shall jointly investigate the request and apply sanctions as they deem appropriate. Otherwise, after the directly-affected body has made its own investigation and determination, the other shall review this prior to promulgation.

Before promulgation, R&Ds agreed by the SCAA Board and SCANZ Committee must be reported by the Kingdom Seneschal to the SCA Inc. Board of Directors for their acknowledgement.

Sanctions against members shall have equal effect in New Zealand and Australia, subject to local law in each country.

SCANZ and SCAA members may appeal R&D of their membership to the SCA Inc. Board of Directors.

V Corpora and Changes

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

Agreed to this



Andrew Ross-Gowan
Chairman, Board of Directors, SCA Ltd.

Date:

01-06-2012



Shaun Gilmore
Committee Chairman, SCA NZ Inc.

Date:

29/5/2012