

Articles of Association for a Charitable Company

Articles of Association of Para Dance UK whose only voting members are its charity trustees except where powers given to associate members.

1. The Company's Name is

Para Dance UK

(in this document, it is called the 'charity').

2. National location of principal office

Para Dance UK UK principal office is in (England).

524 St Albans Road, Watford, Hertfordshire, WD24 7RX.

3. Liability of directors/trustees

The liability of the directors is limited to a sum, not exceeding £10, being the amount that each member undertakes to contribute to the assets of the charity in the event of its being wound up while he, she or it is a member or within one year after he/she or it ceases to be a director, for:

- A. payment of the charity's debts and liabilities incurred before he, she or it ceases to be a director;
- B. payment of the costs, charges and expenses of winding up; and
- C. adjustment of the rights of the contributories among themselves.

4. Objects

The objects of the Para Dance UK is the relief of disabled people by the provision of recreational and sporting facilities in the form of inclusive dance, para dance sport and para dance sport in all its form.

[Nothing in the articles shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.]

5. Powers

Para Dance UK UK has the power to do anything which is calculated to further its object or is conducive or incidental to doing so. Para Dance UK has power to:

A. Powers of the Charity in compliance with Charities Act 2011:

- i. To raise funds. In doing so, the charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations.
- ii. Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. Para Dance UK will comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes with mortgage land.

- iii. Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.
- iv. Sell, lease or otherwise dispose of all or any part of the property belonging to the Para Dance UK. In exercising this power, the Para Dance UK will comply as appropriate with sections 117 and 119-123 of the Charities Act 2011.
- v. Employ and remunerate such staff as are necessary for carrying out the work of the Para Dance UK. Para Dance UK may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause.
- vi. Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Para Dance UK to be held in the name of the nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

B. Powers of the Charity in pursuit of charity objects:

- i. To form an association of inclusive dance clubs and para dance sports clubs in the United Kingdom and abroad.
- ii. Develop a UK membership service for individuals and competitors to access support and information on inclusive dance and para dance sport in all its form.
- iii. To co-operate with other bodies and to encourage co-operation between member organisations both in the UK and abroad.
- iv. To organise and host training courses for people wanting to become instructors of inclusive dance and para dance Sport in all its forms.
- v. To organise and host conferences and congresses to all interested parties on behalf of physical health and mental wellbeing of inclusive dance and para dance sport.
- vi. To promote and develop inclusive dance not just as a sport but as an art form to increase access and integration for disabled people within the music, theatre and arts industries.
- vii. To organise and host national and international competitions in Inclusive Dance and para dance sport in all its forms.
- viii. To collect, publish, or distribute information about inclusive dance and para dance sport in all its form across the UK and working with international partners to disseminate information across the world.
- ix. To promote inclusive dance and para dance sport in all its forms (without limitation) to conduct demonstrations and workshops of Inclusive Dance and para dance sport to all interested parties.

6. Application of income and property

- A.** The income and property of the Para Dance UK must be applied solely towards the promotion of the objects.
 - i. A charity trustee is entitled to be reimbursed from the property of the Para Dance UK or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Para Dance UK.
 - ii. A charity trustee may benefit from trustee indemnity insurance cover purchased at the Para Dance UK 's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- B.** None of the income of the property of the Para Dance UK may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Para Dance UK.
- C.** Nothing in this clause shall prevent a Para Dance UK trustee or connected person receiving any benefit or payment which is authorised by Clause 7.

7. Benefits and payments to the Para Dance UK trustees and connected persons

A. General provisions

No charity trustee or connected person (excluding the CEO in the position as a paid employee) may:

- i. Buy or receive any goods or services from the Para Dance UK on terms preferential to those applicable to associate members of the public.
- ii. Sell goods, services, or any interest in land to the Para Dance UK.
- iii. Be employed by, or receive any remuneration from, the Para Dance UK.
- iv. Receive any other financial benefit from the Para Dance UK.
- v. Unless the payment or benefit is permitted by sub-clause B of this clause or authorised by the court or the prior written consent of the Charity Commission ("The Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

B. Scope and powers permitting trustees' or connected persons' benefits

- i. Para Dance UK trustee or connected person may receive a benefit from the Para Dance UK, as a beneficiary of the Para Dance UK, if most of the trustees do not benefit in this way.

- ii. A Para Dance UK trustee or connected person may enter a contract for the supply of services, or of goods, that are supplied regarding the provision of services to the Para Dance UK where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- iii. Subject to sub-clause C. of this clause; a Para Dance UK trustee or connected person may provide the Para Dance UK with goods that are not supplied regarding services provided to the Para Dance UK by the trustee or connected person.
- iv. A Para Dance UK trustee or connected person may receive interest on money lent to the Para Dance UK at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- v. A trustee or connected person may receive rent for premises let by the trustee or connected person to the Para Dance UK. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- vi. A Para Dance UK trustee or connected person may take part in the normal trading and fundraising activities of the Para Dance UK on the same terms as members of the public.
- vii. A Para Dance UK trustee can reclaim reasonable expenses for attending meetings; these expenses will need to be agreed in advance with a minimum of 3 trustees.

C. Payment for supply of goods only – controls

Para Dance UK UK and its charity trustees may only rely upon the authority provided by the sub-clause B. iii. Of this clause if each of the following conditions is satisfied:

- i. The amount or maximum amount of the payment for the goods is set out in a written agreement between the Para Dance UK and the trustee, or connected person supplying the goods (“the supplier”).
- ii. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- iii. The other charity trustees are satisfied that it is in the best interests of the Para Dance UK to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against disadvantages of doing so.

- iv. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it regarding the supply of goods to the Para Dance UK.
- v. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
- vi. The reason for their decision is recorded by the trustees in the minute book.
- vii. A majority of the trustees, then in office, are not in receipt of remuneration or payments authorised by clause 6.

D. In sub-clauses B. and C. of this clause:

- i. "Para Dance UK UK" includes any company in which the Para Dance UK:
 - a) Holds more than 50% of the shares.
 - b) Controls more than 50% of the voting rights attached to the shares.
 - c) Has the right to appoint one or more trustees to the board of the company.
- ii. "Connected person" includes any person within the definition set out in clause (30) (Interpretation).

8. Conflicts of interest and conflicts of loyalty

A trustee must:

- A.** Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Para Dance UK or in any transaction or arrangement entered by the Para Dance UK which has not previously been declared.
- B.** Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Para Dance UK and any personal interest (including but not limited to any financial).
- C.** Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

9. Para Dance UK trustees

A. Functions and duties of Para Dance UK trustees

The charity trustees shall manage the affairs of the Para Dance UK and may, for that purpose, exercise all the powers of the Para Dance UK. It is the duty of each charity trustee:

- i. To exercise his or her powers and to perform to his or her functions in his or her capacity as a trustee of the Para Dance UK in the way he or she decides, in good faith, would be most likely to further the purposes of the Para Dance UK.
- ii. To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard to:
 - a) Any special knowledge or experience that he or she has holds himself or herself out as having.
 - b) If he or she acts as a charity trustee of the Para Dance UK during a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting during that kind of business or profession.

B. Eligibility for trusteeship

- i. Every charity trustee must be a natural person.
- ii. No one is entitled to act as a charity trustee whether on appointment or any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustee decide, his or her acceptance of the office of charity trustee.
- iii. At least one of the trustees of the Para Dance UK must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the trustees, or appoint a new charity trustee.

C. Number of Para Dance UK trustees

- i. There must be at least five charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
- ii. The maximum number of charity trustees is eight. The charity trustees may not appoint any charity trustee if, as a result the number of charity trustees, this would exceed the maximum.

10. Appointment of trustees

A. Charity Trustees

- i. Apart from the first trustees, every additional trustee must be appointed for a term of 3 years by a resolution passed at a properly convened meeting of the charity trustees.
- ii. In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Para Dance UK.

B. Ex Officio Trustee

- i. The Chief Executive Officer for the time being (“the office holder”) shall automatically (“ex-officio”) be a charity trustee, for as long as he or she holds that office.
- ii. If unwilling to act as a charity trustee, the office holder may:
 - a) Before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity.
 - b) After accepting appointment as a charity trustee, resign under the provisions contained in clause (12) (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.

C. National Representative

- i. This Role is a non – executive position representing the Associate members of the Para Dance UK as out lined in clause 17.
- ii. The position is set for a term of 3 years.
- ii. Any official member of the Para Dance UK can apply for the position, if all payment and membership details are up-to-date and meet Charity Commission legal minimum rules.
- iii. The role would be voted for by associate members of the Para Dance UK at a yearly meeting called by the Trustees.
- iv. All votes will be independently validated and the position confirmed on date of meeting called.

11. Information for new charity trustees

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- A.** A copy of the current version of this Memorandum Articles of Association.

- B.** A copy of the Para Dance UK 's latest Trustees' Annual Report and statement of accounts.

12. Retirement and removal of charity trustees

A. A charity trustee ceases to hold office if he or she:

- i. Retires by notifying the Para Dance UK in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).
- ii. Is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated.
- iii. Dies.
- iv. In the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so far more than three months.
- v. Is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

B. Any person retiring as a charity trustee eligible for reappointment, except if retired under clause A. i.

13. Taking of decisions by charity trustees

Any decision may be taken either:

- A.** At a meeting of the charity trustees.
- B.** By resolution in writing or electronic form agreed by the majority of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in which the majority of charity trustees has signified their agreement.
- C.** A copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees

14. Delegation by charity trustees

- A.** The charity trustees may delegate any of their powers or functions to a Technical Advisor, Senior Management Team, Independent or sub committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. Para Dance UK UK trustees may, at any time, alter those terms and conditions, or revoke the delegation.
- B.** This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
 - i. A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee.
 - ii. The acts and proceedings of any committee must be brought to the attention of the charity trustees, as a whole, as soon as is reasonably practicable.
 - iii. The charity trustees shall, from time to time, review the arrangements which they have made for the delegation of their powers.

15. Meetings of charity trustees

A. Calling meetings

- i. Any charity trustee may call a meeting of the charity trustees.
- ii. Subject to that, the charity trustees shall decide how their meetings are to be called and what notice is required.
- iii. As a minimum the trustees agree 4 Quarterly meetings to be held in the Para Dance UK Head Office or Conference call. 2-day planning meetings each year to be held at the Para Dance UK head Office. Notes will be taken at each meeting and circulated to all Trustees.
- iv. Once a year a forum meeting will be run in connection with informal or associate (non-voting) membership as listed in clause 17.

B. Chairing of meetings

- i. This will be on a rotation of the charity trustees, ex officio will step in should there be sickness reported. The National Representative will not be eligible to chair meetings.

C. Procedure at meetings

- i. No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is 3 charity trustees. A charity trustee shall not be counted in the quorum present

when any decision is made about a matter upon which he or she is not entitled to vote.

- ii. Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- iii. In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

D. Participation in meetings by electronic means

- i. A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- ii. Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant may communicate with all the other participants shall qualify as being present at the meeting.
- iii. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Membership of the Para Dance UK

- A.** The members of the Para Dance UK shall be its charity trustees. The only persons eligible to be members of the Para Dance UK are its charity trustee. Membership of the Para Dance UK cannot be transferred to anyone else.
- B.** Any member and charity trustee who ceases to be a charity trustee is automatically ceased to be a member of the Para Dance UK.

17. Associate (non-voting) membership

- A.** Para Dance UK UK trustees have created an associate classes of non-voting membership as outlined in clause 3, the rights and obligations of this associate membership are outlined in clause 18
- B.** Other references in this Memorandum Articles of Association to “members” and “membership” do not apply to non-voting associate members, and non-voting associate members do not quality as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.
- C.** Associate Membership of the Para Dance UK is open to any individual or organisation interested in promoting the Para Dance UK aims and who are:
 - i. An affiliated Para Dance UK instructor.
 - ii. Paid and registered competitive and supportive members and agree to the terms and condition of said memberships
- D.** Associate membership is terminated if the member concerned:

- i. Gives written notice of resignation to the Para Dance UK.
- ii. Dies or in case of an organisation ceases to exist.
- iii. Is more than 2 months in arrears in paying the relevant subscription, if any (but in such as case the member may be reinstated on payment of the amount due).
- iv. Publicly undermines or brings the Para Dance UK name, trustees, staff or volunteers into disrepute. For example, in a case when the Independent Adviser or Complaints Procedure have not been used.
- v. Does not follow Para Dance UK official protocol when running or entering National or International Competitions within or on behalf of the UK.
- vi. Does not renew competitive or support membership fee.
- vii. Associate membership of the Para Dance UK is not transferable.

18. Decisions which must be made by the Associate Members of the Para Dance UK

- A.** Voting of the National Representative (to be voted every 3 years).
- B.** The Trustees will consult and engage the Associate Membership on critical matters around the Para Dance UK before final decisions are made, these include:
 - i. Amending the Memorandum Articles of Association of the Para Dance UK.
 - ii. Amalgamate the Para Dance UK with, or transfer its undertaking to, one or more other CIOs or Charities, in accordance with the Charities Act 2011.
 - iii. Wind up or dissolve the Para Dance UK (including transferring its business to any other charity).
- C.** Decisions of the associate members may be made either:
 - i. By resolution at a Forum meeting.
 - ii. By resolution in writing, in accordance with sub-clause E. of this clause.
- D.** Any decision specified in sub-clause A. of this clause must be made in accordance with the provisions of clause (28) (amendment of Memorandum Articles of Association), clause (29) (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution

Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those voting at a forum meeting.

- E. A resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
- i. A copy of the proposed resolution has been sent to all the associate members eligible to vote.
 - ii. The required majority of associate members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying an associate member's agreement must be authenticated by their signature.

The resolution in writing may comprise several copies to which one or more associate members has signified their agreement. Eligibility to vote on the resolution is limited to associate members who are members of the Para Dance UK on the date when the proposal is first circulated.

19. Forum meetings of Associate Members

A. Call of forum meetings of members

Para Dance UK UK trustees may designate any of their meetings as a forum meeting of the non-voting associate membership of the Para Dance UK. The purpose of such as meeting is to discharge any business which must, by law, be discharged by a resolution of the associate members of the Para Dance UK as specified in clause (18).

B. Notice of Forum meetings of associate members

- i. The minimum period of notice required to hold a forum meeting of the non-voting associate members of the Para Dance UK is 21 days. Associate Members are entitled to attend forum meetings either personally or via proxy/email vote. Proxy forms must be delivered to the Secretary within the timescale outlined in the forum meeting notice. If there is anything you believe needs to be added to the Agenda you must notify the Secretary within 7 days of receipt of meeting notification, subsequently any changes necessary to the agenda will be updated on the website or sent vial email no later than 7 days prior to the meeting. Voting can now be done electronically.
- ii. Except where a specified period of notice is strictly required by another clause in this Memorandum Articles of Association, by the

Charities Act 2011 or by the General Regulations, a forum meeting may be called by shorter notice if it is so agreed by a majority of the associate members of the Para Dance UK.

- iii. Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

C. Procedure at forum meetings of associate members

The provisions in clause 17 B-D governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any meeting of the associate membership, with all references to trustees to be taken as reference to associate members.

Meetings are in three parts:

- i. Minutes of the last meeting are signed by the Chair of the meeting as a true copy of items discussed upon proposal and seconder. (Any update on decisions made at the last meeting are discussed).
- ii. Items on the agenda – decisions to be made.
- iii. AOB (Any other business) these are suggestions, complaints, or ideas that may or may not be part of the agenda for the next meeting.

D. Proxy Voting

- i. Any Associate member of the Para Dance UK may appoint another person as a proxy to exercise all or any of that Associate member's rights to attend, speak, and vote at a forum meeting of the Para Dance UK. Proxies must be appointed by notice in writing (a "proxy notice") which:
 - a) States the name and address of the member appointing the proxy.
 - b) Identifies the person appointed to be that member's proxy and the forum meeting in relation to which that person is appointed.
 - c) Is signed by or on behalf of the Associate Member appointing the proxy, or is authenticated in such manner as the Para Dance UK may determine.
 - d) Is delivered to the Para Dance UK in accordance with the Memorandum Articles of Association and any instructions contained in the notice of the forum meeting to which they relate.

- ii. Unless a proxy notice indicates otherwise, it must be treated as:
 - a) Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting.
 - b) Appointing that person as a proxy in relation to any adjournment of the forum meeting to which it relates as well as the meeting itself.
 - c) A associate member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a forum meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Para Dance UK by, or on behalf of that member.
- iii. A associate member who is entitled to attend, speak, or vote (either on a show of hands or on a poll) at a forum meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Para Dance UK by, or on behalf of that member.
- iv. An appointment under a proxy notice may be revoked by delivering to the Para Dance UK a notice in writing given by, or on behalf of the member whom or on whose behalf the proxy notice was given.
- v. A notice revoking appointment only takes effect if it is delivered before the start of the meeting or an adjourned meeting to which it relates.
- vi. If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

E. Postal Voting

- i. Para Dance UK UK may, if the trustees so decide, allow the associate members to vote by post or electronic mail (email) to elect a National Representative or to make a decision on any matter that is being decided at a meeting of the associate members.

- ii. The trustees will appoint the Independent Chair to serve as scrutineer to supervise the conduct of the postal/email ballot and the counting of votes.
- iii. If postal and email voting is to be allowed on a matter, the Para Dance UK must send associate members of the Para Dance UK not less than (21) days before the deadline for receipt of votes cast in this way:
 - a) A notice by email, if the member has agreed to receive notices in this way under clause (22) (Use of electronic communication, including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the Para Dance UK. This should contain details of the resolution being put to a vote, or of the candidates for election, as applicable.
 - b) A notice, by post, to all other associate members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
- iv. The voting procedure must require all forms returned by post to be in an envelope with the associate member's name and signature, and nothing else, on the outside, inside another envelope addressed to "The Scrutineers for (WDSA UK); as the Para Dance UK's principal office or such other postal address as is specified in the voting procedure.
- v. The voting procedure for votes cast by email must require the associate member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.
- vi. Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- vii. The voting procedure must specify the closing date and time for receipt of votes. It must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- viii. The scrutineers must make a list of names of associate members casting valid votes, and a separate list of associate member's casting votes which were invalid. These lists must be provided to a Para Dance UK trustee or other person overseeing admission to, and voting at, the forum meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she, or it has

already cast a valid vote. A member who has cast an invalid vote by post or email can* vote at the meeting and count towards the quorum.

- ix. For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has counted, or if the vote has been declared invalid, the reason for such declaration.
- x. Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide, to the person chairing the meeting, written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.
- xi. The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- xii. Following the final declaration of the result of the vote, the scrutineers must provide, to a Para Dance UK trustee or other authorised person, bundles containing the evidence of associate members submitting valid postal votes; evidence of invalid votes; the valid votes; and the invalid votes.
- xiii. Any dispute about the conduct of a post or email ballot must be referred initially to the independent Chair. If the dispute cannot be satisfactorily resolved by the chair, it should be referred to the Chairperson of the Trustees for resolution. If a satisfactory resolution still fails to should then be referred to the Electoral Reform Services (outside body).

20. Saving provisions

- A. Subject to sub-clause B. of this clause, all decisions of the Para Dance UK trustees, shall be valid notwithstanding the participation in any vote of Para Dance UK trustee:
 - who was disqualified from holding office.
 - who had previously retired or who had been obliged by the Memorandum Articles of Association to vacate office.
 - who has not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise.

If, without the vote of the Para Dance UK trustee being counted in the quorum, the decision has been made by a majority of the Para Dance UK trustees at a quorate meeting.

- B.** Sub-clause A of this clause does not permit a Para Dance UK trustee to keep any benefit that may be conferred upon him or her by a resolution of the Para Dance UK trustees if, but for sub-clause A, the resolution would have been void, or if the Para Dance UK trustee has not complied with clause 8 (Conflicts of interest).

21. Execution of documents

- A.** Para Dance UK UK shall execute documents either by signature or by affixing its seal.
- B.** A document is validly executed by signature if it is signed by at least two of the Para Dance UK trustees.

22. Use of electronic communications

A. General

Para Dance UK UK will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- i. The requirement to provide within 21 days to any Trustee or Associate member on request a hard copy of any document or information sent to the member otherwise than in hard copy form.
- ii. Any requirements to provide information to the Commission in a form or manner.

B. To the Para Dance UK

Any trustee of the Para Dance UK may communicate electronically with the Para Dance UK to an address specified by the Para Dance UK for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Para Dance UK.

C. By the Para Dance UK

- i. Any Para Dance UK trustee or associate member of the Para Dance UK, by providing the Para Dance UK with his or her email address or

similar, is taken to have agreed to receive communications from the Para Dance UK in electronic form at the address, unless the member has indicated to the Para Dance UK his or her unwillingness to receive such communications in that form.

- ii. Para Dance UK UK trustees may, subject to compliance with any legal requirements, by means of publication on its website:
 - a) Provide the associate members with the notice referred to in clause (19) B. (Notice of forum meetings).
 - b) Give Para Dance UK trustees notice of their meetings in accordance with clause (15) A. (Calling meetings).
 - c) Submit any proposal to the associate members or trustees for decision by written resolution or postal vote in accordance with the Para Dance UK 's powers under clause 18 (Associate Members' decisions), (18) D. (Decision taken by resolution in writing).

D. Para Dance UK UK trustees must –

- i. Take reasonable steps to ensure that associate members and trustees are promptly notified of the publication of any such notice or proposal.
- ii. Send any such notice or proposal in hard copy form to any member or Para Dance UK trustee who has not consented to receive communications in electronic form.
 - a) Associate Members meeting means a forum meeting of the Para Dance UK.
 - b) The M&A's means the Charities Memorandum Articles of Association.
 - c) Authorised representation means an individual who is authorised by a member organization to act on its behalf at meetings of the Para Dance UK and who name is given to the secretary.

23. Keeping of Registers

Para Dance UK UK must comply with its obligations under the General Regulations in relation to keeping of, and provision of access to, a (combined) register of its associate members and Para Dance UK trustees.

24. Minutes

Para Dance UK UK trustees must keep minutes of all:

- A.** Appointments of officers made by the Para Dance UK trustees.
- B.** Proceedings of forum meetings of the Para Dance UK.
- C.** Meetings of the Para Dance UK trustees and committees of Para Dance UK trustees including:
 - i. The names of the trustees present at the meeting.
 - ii. The decisions made at the meetings.
 - iii. Where appropriate the reasons for the decisions.
- D.** Decisions made by the Para Dance UK trustees otherwise than in meetings.

25. Accounting records, accounts, annual reports and returns, register maintenance

- A.** Para Dance UK UK trustees must comply with the requirements of the Charities Act 2011 about the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Para Dance UK, within 10 months of the financial year end.
- B.** Para Dance UK UK trustees must comply with their obligation to inform the Commission within 28 days of any change in the of the Para Dance UK entered on the Central Register of Charities.

26. Rules

Para Dance UK UK trustees, may from time to time, make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the Para Dance UK, but such rules or bye laws must not be inconsistent with any provision of this Memorandum Articles of Association. Copies of any such rules or bye laws currently in force must be made available to any member of the Para Dance UK on request.

27. Disputes

- A.** If a dispute arises between Associate Members of the Para Dance UK about the validity or propriety of anything done by the Trustees under this Memorandum Articles of Association, and the dispute cannot be resolved by agreement, the parties can engage the Independent Committee to settle the dispute by mediation before resorting to litigation.

- B. The Independent committee is chaired by the Independent Chair, who is governed by the Disciplinary Policy and Procedure. The role of the Chair is to investigate and report to the Trustees and Associate Members any areas of wrong doing and file a formal report on actions and recommendations the Trustees or Associate member should take to resolve the area in concern.
- C. The Independent Chair role is appointed by the Trustees in confirmation with the Associate members. This role is not allocated a term and only replaced on retirement or removal of the Independent Chair, who will follow the same standard set out for Trustees.

28. Amendment of Memorandum Articles of Association

As provided by sections 224-227 of the Charities Act 2011:

- A. This Memorandum Articles of Association can only be amended:
 - i. By resolution agreed in writing by the majority of members of the Para Dance UK, after holding a consultation process with associate members.
- B. Any alteration of clause 4 (Objects), clause (29) (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorization for any benefit to be obtained by Para Dance UK trustees or members of the Para Dance UK or persons connected with them, requires the prior written consent of the Charity Commission.
- C. No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- D. A copy of every resolution amending the Memorandum Articles of Association, together with a copy of the Para Dance UK 's Memorandum Articles of Association as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of the Charities.

29. Voluntary winding up or dissolution

- A. As provided by the Dissolution Regulations, the Para Dance UK may be dissolved by resolution of its Associate members. Any decision by the associate members to wind up or dissolve the Para Dance UK can only be made:
 - i. at a forum meeting of the associate members of the Para Dance UK called in accordance with clause 19 (Forum meetings of associate members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - a) By a resolution passed by a 75% majority of those voting.
 - b) By a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the forum meeting.

- ii. By a resolution agreed in writing by all associate members of the Para Dance UK.
- B.** Subject to the payment of all the Para Dance UK 's debts:
- i. Any resolution for the winding up of the Para Dance UK, or for the dissolution of the Para Dance UK without winding up, may contain a provision directing how any remaining assets of the Para Dance UK shall be applied.
 - ii. If the resolution does not contain such a provision, the Para Dance UK trustees must decide how any remaining assets of the Para Dance UK shall be applied.
 - iii. In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Para Dance UK.
- C.** Para Dance UK UK must observe the requirements of the Dissolution Regulations in applying to the Commission for the Para Dance UK to be removed from the Register of Charities, and in particular:
- i. Para Dance UK UK trustees must send with their application to the Commission:
 - a) A copy of the resolution passed by the associate members of the Para Dance UK.
 - b) A declaration by the Para Dance UK trustees that any debts and other liabilities of the Para Dance UK have been settled or otherwise provided for in full.
 - c) A statement by the Para Dance UK trustees setting out the way in which any property of the Para Dance UK has been or is to be applied prior to its dissolution in accordance with this Memorandum Articles of Association.
 - ii. Para Dance UK UK trustee must ensure that a copy of the application is sent within seven days to every associate member and employee of the Para Dance UK, and to any Para Dance UK trustee of the Para Dance UK who was not privy to the application.
- D.** If the Para Dance UK is wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this Memorandum Articles of Association:

- A. "Connected person" means:**
- i. A child, parent, grandchild, grandparent, brother or sister of the Para Dance UK trustee.
 - ii. The spouse or civil partner of the Para Dance UK trustee or of any person falling within sub-clause **!**.

- iii. A person carrying on business in partnership with the Para Dance UK trustee or with any person falling within sub-clause **i.** or **ii.** Above.
- iv. An institution which is controlled:
 - a) By the Para Dance UK trustee or any connected person falling within sub-clause **i.**, **ii.** Or **iii.** Above.
 - b) By two or more persons falling within sub-clause **(iv.)(a)**, when taken together
- v. A body corporate in which:
 - a) Para Dance UK UK trustee or any connected person falling within sub-clauses **(i.)** to **(iii.)** has a substantial interest.
 - b) Two or more persons falling within sub-clause **(v)** **(a)** who, when taken together, have a substantial interest.
- vi. Independent Chair – individual independent of associate members and Trustees.
- vii. Chair – means the chair of the trustees.
- viii. Any firm of which a trustee is a member of employee.
- ix. Any company of which a trustee is a director, employee, or shareholder having a beneficial interest in more than 1% of the share capital.
- x. Custodian means a person or body who undertakes safe custody of assets or of documents or records relating to them.

B. The “Para Dance UK” means the company governed by the articles.

C. “The Charities Act” means the Charities Act 2011.

D. “Para Dance UK trustee” has the meaning prescribed by section 97 (1) of the Charities Act.

E. “Clear day” means 24 hours from midnight following the event.

F. “The commission” means the Charity Commissioners for England and Wales;

G. “The Companies Act” means the companies act 2006.

(Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Memorandum Articles of Association).

H. “General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

I. “Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

Words and expressions defined in the Articles have the same meanings in the memorandum.

References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Associate Members – members of the Association who will have a voice through the National Representative to the Para Dance UK trustees. Trustees to take

on board any information provided by non-voting associate members and feedback to whom concerned to be provided. If deemed necessary or mediation required, our Independent Chair will deem the decision made and feedback to both parties as necessary.

J. The “Communications Provisions” means the Communications Provisions in (Part 10, Chapter 4) of the General Regulations.

K. A “poll” means a counted vote or ballot, usually (but not necessarily) in writing.

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