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**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

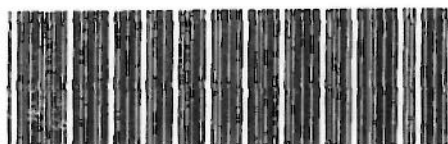
Company No. 315138

The Registrar of Companies for Scotland hereby certifies that

SCOTTISH DANCE TEACHERS' ALLIANCE

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Edinburgh, the 23rd January 2007



NSC315138C



C O M P A N I E S H O U S E

THE COMPANIES ACTS 1985 TO 1989
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

HOUSE
COMPTON
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AID

of

SCOTTISH DANCE TEACHERS' ALLIANCE

1. The name of the Company (hereinafter referred to as "The Alliance") is
SCOTTISH DANCE TEACHERS' ALLIANCE
2. The Alliance's registered office is to be situated in Scotland
3.
 - 3.1 To further the interest of the art of Dancing in all its phases.
 - 3.2 To ensure that members are conversant with current accepted techniques and principles.
 - 3.3 To give council and/or advice to any members requiring aid in reference to their profession.
 - 3.4 To uphold a code of Professional conduct.
 - 3.5 To acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the Alliance.
 - 3.6 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Alliance.
 - 3.7 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Alliance.
 - 3.8 To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Alliance.
 - 3.9 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.



3.10 To borrow money and give security for the payment of money by, or the performance of other obligations of, the Alliance or any other person.

3.11 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

3.12 To remunerate any individual in the employment of the Alliance and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the Alliance and the wife, widow, relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.

3.13 To promote any Act of Parliament, Provisional Order and other authority to enable the Alliance to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Alliance's interests, and to oppose or object to any application or proceedings which may prejudice the Alliance's interests.

3.14 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Alliance and to obtain from any such organisation, government or authority any charter, right, privilege or concession.

3.15 To enter into partnership or any other arrangement for sharing profit, co operation or mutual assistance with any charitable or benevolent body, whether incorporated or unincorporated.

3.16 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.

3.17 To effect insurance against risks of all kinds.

3.18 To invest moneys of the Alliance not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities.

3.19 To establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Alliance and to promote any Alliance or other incorporated body formed for the purpose of carrying on any activity which the Alliance is authorised to carry on.

3.20 To amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the Alliance.

3.21 To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any Alliance with which the Alliance is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Alliance is authorised to amalgamate.

3.22 To transfer all or any part of the undertaking, property and rights of the Alliance to any body, incorporated or unincorporated, with which the Alliance is authorised to amalgamate.

3.23 To subscribe and make contributions to or otherwise support charitable or benevolent bodies, whether incorporated or unincorporated, and to make donations for any public purpose connected with the activities of the Alliance or with the furtherance of its objects.

3.24 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Alliance.

3.25 To take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient of the purpose of procuring contributions to the funds of the Alliance, whether by way of subscriptions, grants, loans, donations or otherwise.

3.26 To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.

3.27 To do anything which may be deemed incidental or conducive to the attainment of any of the objects of the Alliance.

And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.

4. 4.1 Subject to clause 4.2

(a) the income and property of the Alliance shall be applied solely towards the promotion of its objects as set out in clause 3 of this memorandum of association.

(b) no part of the income and property of the Alliance shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the members of the Alliance.

(c) no director of the Alliance shall be appointed to any office under the Alliance in respect of which a salary or fee is payable and

(d) no benefit in money or money's worth shall be given by the Alliance to any director except repayment of out-of pocket expenses.

4.2 The Alliance shall, notwithstanding the provisions of clause 4.1 be entitled

(a) to pay reasonable and proper remuneration to any director or member of the Alliance in return for services actually rendered to the Alliance

(b) to pay interest at a rate not exceeding the commercial rate on money lent to the Alliance by any director or member of the Alliance

(c) to pay rent at a rate not exceeding the open market rent for premises let to the Alliance by any director or member of the Alliance and

(d) to purchase assets from, or sell assets to, any director or member of the Alliance providing such purchase or sale is at market value.

5. The liability of the members is limited.

6. Every member of the Alliance undertakes to contribute such amount as may be required (not exceeding £1) to the Alliance's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Alliance's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

7. 7.1 If on the winding-up of the Alliance any property remains after satisfaction of all the Alliance's debts and liabilities, such property shall not be paid to or distributed among the members of the Alliance but shall be transferred to some other body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Alliance and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does clause 4 of this memorandum of association.

7.2 The body or bodies to which property is transferred under clause 7.1 shall be determined by the members of the Alliance at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.

7.3 To the extent that effect cannot be given to the provisions of clauses 7.1 and 7.2, the relevant property shall be applied to some other object or objects.

8. 8.1 Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Alliance and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Alliance; such accounting records shall be open to inspection at all times by any director of the Alliance.

8.2 The Alliance's auditors shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Alliance in general meeting.

WE, the subscribers to this, Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

**Names, Addresses and Descriptions
of Subscribers**

**STEPHEN MABBOTT LTD.
14 MITCHELL LANE
GLASGOW
G1 3NU**



(Authorised Signatory)

**BRIAN REID LTD.
5 LOGIE MILL
BEAVERBANK OFFICE PARK
LOGIE GREEN ROAD
EDINBURGH
EH7 4HH**



(Authorised Signatory)

DATED the 22/1/07

Witness to the above Signatures:-

**JOY COLVINE
5 LOGIE MILL
BEAVERBANK OFFICE PARK
LOGIE GREEN ROAD
EDINBURGH
EH7 4HH**



Company Registration Agent

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
SCOTTISH DANCE TEACHERS' ALLIANCE

PRELIMINARY

1. **The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Alliance, but the following shall be the Regulations of the Alliance.**

INTERPRETATION

2. **In these Regulations:**

- (a) **"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;**
- (b) **"the Articles" means the Articles of Association of the Alliance;**
- (c) **"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;**
- (d) **"the Alliance" means Scottish Dance Teachers' Alliance;**
- (e) **"executed" includes any mode of execution;**
- (f) **"the Executive Council" means the Board of Directors of the Alliance by which the business and affairs of the Alliance shall be managed and each member of the Executive Council shall be a Director of the Alliance;**
- (g) **"Secretary" means the secretary of the Alliance or any other person appointed to perform the duties of the secretary of the Alliance,**
- (h) **"the United Kingdom" means Great Britain and Northern Ireland.**

3. Unless the context otherwise requires, words or expressions contained in these Regulations bear the same respective meanings as in the Act but excluding any statutory modification thereof not in force when these Regulations become binding on the Alliance.

MEMBERS

4. The subscribers to the memorandum of association of the Alliance and such other persons as are admitted to membership in accordance with the articles shall be members of the Alliance.

CATEGORIES OF MEMBERS

5. There shall be five classes of membership namely Associate, Member, Fellow, Life and Honorary.

QUALIFICATION FOR MEMBERSHIP

6. **ASSOCIATE**

Highland Branch

All applicant for Associateship in the Highland Branch must be 17 years of age or over.

Scottish National Branch

An applicant for Associateship in the Scottish National Branch must hold a qualification in the Highland Branch.

Scottish Country Dancing

An applicant for Associateship in the Scottish Country Dancing Branch must be 17 years of age or over.

Ballet Branch

An applicant for Associateship in this Branch must be 18 years of age or over and hold an Elementary Executant certificate in the appropriate Branch of a recognised society.4.

Theatre Branch

An applicant for Associateship in this branch must be 18 years of age or over and hold an Elementary Executant Certificate in the appropriate branch of a recognised Society.

Baton Twirling Branch

An applicant for Associateship in the Baton Branch must be 17 years of age or over and hold an Intermediate Executant Certificate in the appropriate branch or hold an Associate Certificate in the Baton Branch of a recognised society.

Ballroom, Latin American, Sequence Branches

An applicant for Associateship in these Branches must be 18 years of age or over.

Disco Branch

An applicant for Associateship in the Disco Branch must be 17 years of age or over, or hold at least an Associate certificate in any Branch of a recognised association.

Rock 'n Roll Branch

An applicant for Associateship in the Rock 'n' Roll branch must hold at least an Associateship in another branch of the Alliance.

Line Dancing Branch

An applicant for Associateship in the Line Dancing Branch Must be 18 years of age or over.

7. **MEMBER**

An applicant for Membership in any Branch must normally be 21 years of age or over and have 2 years teaching experience in that Branch immediately prior to application. However, an Associate in a Branch may apply for Membership in that Branch having held the Associate Qualification for 2 years and had 2 years teaching experience prior to the application.

8. **FELLOW**

An applicant for Fellowship must be over 24 years of age and must have held the status of Membership for a period of not less than 3 years.

9. **LIFE**

Life membership will be granted after 30 years continuous membership (fully paid up).

10. **HONORARY**

Honorary membership may be granted at the discretion of the Executive Council.

11. The members shall subscribe to the general funds of the Alliance such annual subscription in each year as shall be recommended by the Executive Council and fixed by the Alliance in general meeting. The Executive Council shall have full discretion as to the admission and non-admission of any person to membership and shall not be bound to assign any reason for the non-admission of any person to membership.
12. The Executive Council shall not be obliged to give any reason for refusing to admit any person to membership of the Alliance.
13. A member of the Alliance shall cease to be a member of the Alliance forthwith upon:
 - (a) the delivery to the Secretary at the Registered Office of the Alliance of a notice in writing by that member resigning as a member of the Alliance; or
 - (b) the death or dissolution of that member.
14. The Executive Council shall be entitled (but shall not be bound) to terminate the membership of the Alliance of any member of the Alliance:
 - (a) who, being an individual, shall become of unsound mind;
 - (b) who shall become bankrupt or insolvent or apparently insolvent or who shall suspend payment to or compound with that members creditors;
 - (c) in respect of whose property and undertaking, or any part thereof, a receiver or judicial factor is appointed;
 - (d) in respect of whom an effective winding up order is made or an effective winding up resolution is passed (other than for the purpose of any amalgamation or reconstruction); or
 - (e) in respect of whom an administration order is made.
 - (f) who fails to renew annual membership.
15. The Alliance may by Ordinary Resolution, passed at a General Meeting of the Alliance, terminate the membership of the Alliance of any member of the Alliance on the grounds that such member has brought the Alliance or the objects of the Alliance into disrepute.
16. The rights and privileges of a member of the Alliance shall be personal and shall not be transferable or transmissible by any means.

17. A register of the members for the time being of the Alliance shall be kept by the Secretary and shall contain each member's name, address and date of admission to membership of the Alliance and such Register shall, in so far as applicable, comply with the provisions of Section 352 of the Act.

GENERAL MEETINGS

18. The Alliance shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that calendar year, and shall specify the Meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Alliance and that of the next, provided that so long as the Alliance holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the calendar year of its incorporation or in the following calendar year. The Annual General Meeting shall be held at such time and place as the Executive Council shall appoint.
19. All General Meetings of the Alliance other than Annual General Meetings shall be called Extraordinary General Meetings.
20. The Executive Council may, whenever the Executive Council thinks fit, convene an Extraordinary General Meeting of the Alliance, and an Extraordinary General Meeting of the Alliance shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient members of the Executive Council capable of acting to form a quorum, any member of the Executive Council may convene an Extraordinary General Meeting of the Alliance in the same manner as nearly as possible as that in which General Meetings of the Alliance may be convened by the Executive Council.
21. An Annual General Meeting of the Alliance and a General Meeting of the Alliance called for the passing of a Special Resolution shall be called by 21 clear days' notice in writing at the least, and a General Meeting of the Alliance other than an Annual General Meeting or a General Meeting for the passing of a Special Resolution shall be called by 14 clear days' notice in writing at the least. The notice shall specify the place, the day and the hour of the General Meeting and, in the case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Alliance in General Meeting, to the members of the Alliance, to the members of the Executive Council and to the Auditors of the Alliance; provided that a General Meeting of the Alliance shall, notwithstanding that it is called by shorter notice than that specified in this Regulation, be deemed to have been duly called if it is so agreed:
 - (a) in the case of a General Meeting called as the Annual General Meeting of the Alliance, by all the members of the Alliance entitled to attend and vote thereat;

- (b) in the case of any other General Meeting, by a majority in number of the members of the Alliance having a right to attend and vote at the General Meeting, being a majority together representing not less than 95 per centum of the total voting rights at that General Meeting of all the members of the Alliance.
22. The accidental omission to give notice of any General Meeting of the Alliance to, or the non-receipt of a notice of a General Meeting of the Alliance by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

23. All business shall be deemed special that is transacted at an Extraordinary General Meeting of the Alliance, and also all that is transacted at an Annual General Meeting of the Alliance, with the exception of the consideration of the accounts, balance sheets and reports of the Directors and Auditors, the election of the members of the Executive Council in place of those retiring and the appointment of, and the fixing of the remuneration of the Auditors.
24. No business shall be transacted at any General Meeting of the Alliance unless a quorum of members of the Alliance is present at the time when the Meeting proceeds to business; save as herein otherwise provided 20 members of the Alliance present in person or by proxy shall be a quorum.
25. If within 30 minutes from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of members of the Alliance, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the members of the Executive Council may determine, and if at the adjourned Meeting a quorum is not present within 30 minutes from the time appointed for the Meeting, the member or members of the Alliance present in person or by proxy shall be a quorum.
26. The President (if any) of the Executive Council shall preside as President at every General Meeting of the Alliance or, if there is no such President or if he or she shall not be present within 15 minutes after the time appointed for the holding of the Meeting or is unwilling to act, the members of the Executive Council present shall elect one of their own number to be President of the Meeting.
27. If at any General Meeting of the Alliance no member of the Executive Council is willing to act as President or if no member of the Executive Council is present within 15 minutes after the time appointed for holding the Meeting, the members of the Alliance present in person or by proxy shall choose one of their own number to be President of the Meeting.

28. The President of a General Meeting of the Alliance may, with the consent of the Meeting if a quorum is present at the Meeting (and shall if so directed by the Meeting), adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting of the Alliance other than the business left unfinished at the General Meeting of the Alliance from which the adjournment took place. When a General Meeting of the Alliance is adjourned for 30 days or more, notice of the adjourned Meeting shall be given as in the case of an original General Meeting of the Alliance. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting of the Alliance.
29. At any General Meeting of the Alliance a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the President of the Meeting or by any member of the Alliance present in person or by proxy. Unless a poll be so demanded, a declaration by the President of the Meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Alliance shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
30. Except as provided in Regulation 33 below, if a poll is duly demanded it shall be taken in such manner and at such time as the President of the General Meeting of the Alliance directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
31. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
32. The demand for a poll may be withdrawn.
33. A poll demanded on the election of a President or on a question of adjournment shall be taken forthwith.
34. In the case of an equality of votes at any General Meeting of the Alliance, whether on a show of hands or on a poll, the President of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
35. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Alliance shall be as valid and effective as if such resolution had been passed at a General Meeting of the Alliance duly convened and held, and may consist of several documents in the like form, each signed by or on behalf of one or more of the members of the Alliance.
36. The Executive Council shall be at liberty to invite any person or persons, not being a member or members of the Alliance, to attend and speak, but not to vote, at any General Meeting of the Alliance.

VOTES OF MEMBERS

37. Every fully paid up member, aged 18 years or over entitled to vote, shall have one vote, both on a show of hands and on a poll. On a poll, votes may be given either personally or by proxy.
38. No objection shall be raised to the qualification of any voter at any General Meeting of the Alliance except at the Meeting or adjourned Meeting at which the vote objected to is tendered, and every vote not disallowed at the Meeting shall be valid. Any objection made in due time shall be referred to the President of the Meeting whose decision shall be final and conclusive.
39. An instrument appointing a proxy shall be in writing in common form or in any other form which the Executive Council shall approve under the hand of the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a body, either under seal or under the hand of a duly authorised officer or attorney of the body. A proxy need not be a member of the Alliance.
40. An instrument appointing a proxy and any authority under which it is executed and a copy of such authority certified notarially or in some other way approved by the Executive Council shall:
- (a) be deposited at the Registered Office of the Alliance or at such other place within the United Kingdom as is specified in the notice convening the General Meeting of the Alliance or in any instrument of proxy sent out by the Alliance in relation to the General Meeting of the Alliance not less than 48 hours before the time for holding the Meeting or adjourned Meeting of which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, delivered at the General Meeting of the Alliance at which the poll was demanded to the President of that Meeting or to the Secretary or to any Director;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
41. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

42. A vote given or poll demanded by proxy or by the duly authorised representative of a body shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Alliance at the Registered Office of the Alliance or at such other place at which the instrument of a proxy was duly deposited before the commencement of the General Meeting of the Alliance or adjourned Meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the Meeting or adjourned Meeting) the time appointed for taking the poll.

EXECUTIVE COUNCIL

43. Unless and until otherwise determined by Ordinary Resolution of the Alliance, the maximum number of Fellow members of the Executive Council shall be 16 but shall not be less than 8. Such members must attend 60% of the meetings at which they should be present.
44. The first members of the Executive Council shall be such persons as shall sign the statement required by Section 10 of the Act consenting to be Directors, of the Alliance. Fellow members only shall be eligible to serve on the Executive Council.
45. Subject to Clause 4 of the Alliance's Memorandum of Association, the members of the Executive Council shall be entitled to remuneration for any services actually provided by them to the Alliance and shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Executive Council or any Committee of the Executive Council or any General Meeting of the Alliance or otherwise in connection with the business of the Alliance.
46. No person shall, unless recommended by the Executive Council for election, be elected as a member of the Executive Council at any General Meeting of the Alliance unless he or she, or some other Fellow member of the Alliance intending to propose him or her, has, at least seven days before the meeting, left at the Registered Office of the Alliance a notice in writing signed by him or her and signifying his or her candidature for election or the intention of such member of the Alliance to propose him or her for election of a member of the Executive Council, together in the latter case with a notice signed by the person intended to be proposed stating his or her willingness to be elected. Such nominated person must be a paid up Fellow member of the Alliance at least two months prior to the date of election and be on the Register of Members at the time of election.
47. The continuing members of the Executive Council may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the minimum number of members of the Executive Council, the continuing members of the Executive Council may act for the purposes of (i) increasing the number of the members of the Alliance, (ii) increasing the number of members of the Executive Council and/or (iii) convening a General Meeting of the Alliance, but for no other purpose.

48. The Executive Council shall have power from time to time and at any time to appoint any person to be a member of the Executive Council either to fill a casual vacancy or as an addition to the existing members of the Executive Council, but so that the total number of members of the Executive Council shall not at any time exceed the number fixed by or pursuant to the Articles. Any member of the Executive Council so appointed shall hold office only until the next following Annual General Meeting of the Alliance (but shall not be taken into account in determining the members of the Executive Council who are to retire by rotation at that Meeting) and, unless he or she is re-appointed at such Meeting, he or she shall vacate office at the conclusion thereof.
49. There shall be a delegate from each of the main branches of the Alliance, namely Theatre, Ballroom, Baton and Highland.
50. The Alliance may by Ordinary Resolution, of which special notice has been given in accordance with Section 379 of the Act, remove from office any member of the Executive Council notwithstanding anything in the Articles or in any agreement between the Alliance and that member of the Executive Council.
51. The Alliance in General Meeting may appoint any person to be a member of the Executive Council either to fill a casual vacancy or as an additional member of the Executive Council. Such person must be a paid up Fellow member of the Alliance at least two months prior to the date of election and be on the Register of Members.
52. The business of the Alliance shall be managed by the Executive Council, who may pay all expenses incurred in promoting and registering the Alliance and may exercise all such powers of the Alliance as are not, by the Act or by the Articles, required to be exercised by the Alliance in General Meeting, subject nevertheless to the provisions of the Act or the Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Alliance in General Meeting; but no regulation made by the Alliance in General Meeting shall invalidate any prior act of the Executive Council which would have been valid if that regulation had not been made.
53. The Executive Council may exercise all the powers of the Alliance to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, as security for any debt, liability or obligation of the Alliance or of any third party.
54. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Alliance shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such a manner as the Executive Council shall from time to time determine.
55. The Executive Council shall cause Minutes to be made in books provided for the purpose
 - (a) of all appointments of officers made by the Executive Council or the Alliance in General Meeting;

- (b) of the names of the members of the Executive Council present at each Meeting of the Executive Council and of the names of the members of any Committee of the Executive Council present at each Meeting of the Committee; and
 - (c) of all resolutions and proceedings at all General Meetings of the Alliance and at all Meetings of the Executive Council and of any Committee of the Executive Council.
56. The members of the Executive Council shall elect a President, vice President, secretary and treasurer to hold office for two years. Holders of such posts will not be eligible to hold the same office until expiry of at least one term.
57. The Secretary on the requisition of any member of the Executive Council shall summon a Meeting of the Executive Council giving at least seven days clear notice. It shall not be necessary to give notice of a Meeting of the Executive Council to any member of the Executive Council for the time being absent from the United Kingdom.
58. The Executive Council may meet for the despatch of business, adjourn and otherwise regulate their Meetings as they think fit, provided always that the Executive Council shall meet not less than five times in each calendar year. Each member of the Executive Council shall have one vote and questions arising at any Meeting of the Executive Council shall be determined by a majority of the votes of the members of the Executive Council present. In the case of any equality of votes, the President of the Meeting shall have a second or casting vote.
59. The quorum of members of the Executive Council necessary for the transaction of business at any Meeting of the Executive Council may be fixed by the Executive Council and unless so fixed shall be 5.
60. A Meeting of the Executive Council, or of a Committee of the Executive Council, may consist of a conference between members of the Executive Council who are not all in one place, but of whom each is able to speak to each of the others and to be heard by each of the others simultaneously. Alternatively, such a Meeting can take place by a series of telephone calls from the President of the Meeting. A member of the Executive Council taking part in such a conference or telephone call shall be deemed to be present in person at the Meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a Meeting shall be deemed to take place where the largest group of those participating in the conference is assembled or, if there is no such group or if the meeting takes place by a series of telephone calls from the President, where the President of the Meeting then is. The word "Meeting" when referring to a Meeting of the Executive Council, or of a Committee of the Executive Council, in these Regulations shall be construed accordingly.
61. A resolution in writing, signed by all the members of the Executive Council for the time being entitled to receive notice of a Meeting of the Executive Council, shall be as valid and effective as if it had been passed at a Meeting of the Executive Council duly

convened and held, and may consist of several documents in the like form each signed by one or more of the members of the Executive Council.

62. The Executive Council may invite or allow any person as the Executive Council may consider appropriate to attend and speak, but not vote, at any Meeting or Meetings of the Executive Council.
63. Any member of the Executive Council shall absent himself or herself from the discussion at any Meeting or Meetings of the Executive Council regarding the supply of any services or goods by any body in which any member of the Executive Council holds more than one hundredth part of the capital and a member of the Executive Council shall not vote in respect of any contract in which he or she is interested or any matter arising thereout and, if he or she does so vote, his or her vote shall not be counted.
64. A member of the Executive Council who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Alliance must, in accordance with Section 317 of the Act, declare the nature of his or her interest at a Meeting of the Executive Council.
65. The office of a member of the Executive Council shall be vacated if he or she:
- (a) resigns his or her office by notice in writing sent to or left with the Secretary at the Registered Office of the Alliance; or
 - (b) is removed from office by resolution passed by the Alliance in General Meeting pursuant to Section 303 of the Act; or
 - (c) becomes of unsound mind and the Executive Council resolves that he or she be removed from office; or
 - (d) becomes bankrupt or insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors; or
 - (e) is prohibited by law from being a member of the Executive Council or ceases to hold office by virtue of any provisions of the Act; or
 - (f) accepts remuneration in contravention of Clause 4 of the Memorandum of Association of the Alliance.
 - (g) fails to attend three consecutive Management Meetings without giving notice to the Secretary for their absence.
66. All acts done by the Executive Council or by any Committee of the Executive Council or by any person acting as a member of the Executive Council or as a member of any such Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any member of the Executive Council or any person acting as aforesaid or that any member of the Executive Council or member of

the relevant Committee of the Executive Council was disqualified, be as valid as if every member of the Executive Council or every such person had been duly appointed.

**RETIREMENT BY ROTATION OF THE MEMBERS
OF THE EXECUTIVE COUNCIL**

67. At Annual General Meeting of the Alliance, 2 members of the Executive Council shall retire from office, but shall be eligible for re-appointment. Any member of the Executive Council who is *ex officio* a member of the Executive Council in accordance with Regulation 49 above shall not be taken into account in determining the members of the Executive Council who are to retire from office at any Annual General Meeting of the Alliance. Such persons who are office bearers of the Alliance shall not retire until the expiry of their term of office.
68. Any member of the Executive Council appointed pursuant to Regulation 48 or Regulation 51 above shall not be taken into account in determining the members of the Executive Council who are to retire by rotation, in accordance with Regulation 67 above and Regulation 69 below, at the first Annual General Meeting of the Alliance following his or her appointment, provided that if that any member of the Executive Council is not re-appointed at such Annual General Meeting, he or she shall vacate office at the conclusion of that Meeting.
69. The members of the Executive Council to retire by rotation at each Annual General of the Alliance shall be those members of the Executive Council who have been longest in office since their last appointment or re-appointment as members of the Executive Council, but as between members of the Executive Council who became or were last appointed members of the Executive Council on the same day those to retire by rotation shall (unless they otherwise agree among themselves) be determined by lot.
70. The Alliance at the Annual General Meeting at which a member of the Executive Council retires by rotation may fill the vacated office by appointing a person thereto, and in default the retiring member of the Executive Council shall, if offering himself or herself for re-appointment, be deemed to have been re appointed, unless at such Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-appointment of such member of the Executive Council shall have been put to the Meeting and lost.

SUB-COMMITTEES

70. The Executive Council may delegate any of their powers to a Committee or Committees consisting of such persons (whether or not being members of the Executive Council) as the Executive Council shall determine. Any Committee so formed shall in the exercise of the powers delegated to it conform to any regulations that may be imposed upon it by the Executive Council and shall report and be responsible to the Executive Council.
72. Any Committee of the Executive Council shall elect a President of its Meetings; if no such President is elected, or if at any Meeting the President is not present within 15 minutes after the time appointed for holding the Meeting, the members of the Committee present shall elect one of their number to be President of the Meeting. A Committee shall (subject to the rules and regulations in accordance with which the same is established) meet and adjourn as it thinks proper.
73. Each member of a Committee of the Executive Council shall have one vote. Questions arising at any Meeting of a Committee of the Executive Council shall be determined by a majority of votes of the members of the Committee present, and in the case of an equality of votes the President of the Meeting shall have a second or casting vote.
74. A Committee of the Executive Council may (unless the Executive Council shall otherwise determine) invite or allow such persons as the Committee may consider appropriate to attend and speak, but not to vote, at any Meeting or Meetings of the Committee.

SEAL

75. The Alliance shall not have a Seal.

ACCOUNTS

76. The Executive Council shall cause accounting records to be kept by the Alliance in accordance with Section 221 of the Act.
77. The Executive Council shall, if it sees fit, appoint a Treasurer of the Alliance at such remuneration and upon such conditions as the Executive Council may think fit; and the Treasurer may be removed by the Executive Council. The Treasurer may be the same person as the Secretary.
78. The accounting records shall be kept at the Registered Office of the Alliance or, subject to Section 222 of the Act, at such other place or places as the Executive Council may think fit, and shall always be open to the inspection of any member of the Executive Council.

79. The Executive Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Alliance or any of them shall be open to the inspection of the members of the Alliance not being members of the Executive Council, and no member of the Alliance shall have any right of inspecting any account or book or document of the Alliance except as conferred by statute or authorised by the Alliance in General Meeting.
80. The Executive Council shall from time to time in accordance with the Act cause to be prepared and to be laid before the Alliance in General Meeting an income and expenditure account, a balance sheet and report of the Executive Council and a report of the Alliance's Auditors on such account and balance sheet. The Auditors' report shall be read before the General Meeting as required by the Act.
81. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Alliance in General Meeting, together with a copy of the Auditors' report and a copy of the report of the Executive Council, shall, not less than 21 clear days before the date of the Meeting, be sent to all persons entitled to receive notice of General Meetings of the Alliance; provided that this Regulation shall not require a copy of those documents to be sent to any person of whose address the Alliance is not aware.

AUDIT

82. Auditors of the Alliance shall be appointed and their duties regulated in accordance with the Act.

NOTICES

83. A notice may be served by the Alliance upon any member of the Alliance either personally or by sending it through the post in a pre-paid letter, properly addressed to such member at such member's registered address as appearing in the Alliance's Register of Members.
84. Any person described in the Alliance's register of members by an address not within the United Kingdom, who shall from time to time give to the Alliance an address within the United Kingdom at which notices may be served upon that person, shall be entitled to have notices served upon that person at such address; save as aforesaid, only members of the Alliance described in the Alliance's register of members by an address within the United Kingdom shall be entitled to receive any notice from the Alliance.
85. Where a notice is sent by post, service of the notice shall be deemed to be effected, in the case of a notice of a Meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time which the letter would be delivered in the ordinary course of post.

86. Notice of every General Meeting of the Alliance shall be given in any manner hereinbefore authorised to:

- (a) every member of the Alliance (except any member of the Alliance who, having no registered office in the United Kingdom, has not supplied to the Alliance an address within the United Kingdom for the giving of notices to that member);**
- (b) every member of the Executive Council; and**
- (c) the Auditors for the time being of the Alliance.**

No other person shall be entitled to receive notice of any General Meeting of the Alliance.

INDEMNITY

87. Every member of the Executive Council and every member of a Committee of the Executive Council, the Chief Executive (if any) of the Alliance and any Agent, Auditors, Secretary, Honorary Officer and other officer from time to time and for the time being of the Alliance shall be indemnified out of the assets of the Alliance against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him or her by the Court.

DISSOLUTION

88. The provisions of Clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the Alliance shall have effect and be observed as if the same were repeated in the Articles.