THE COMPANIES ACT 1985 & 1989

COMPANY LIMITED BY GUARANTEE HAVING CHARITABLE STATUS AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF NATIONAL DANCE TEACHERS ASSOCIATION

1. The name of the Association (hereinafter called 'The Company') is the National Dance Teachers Association.

2. The registered office of The Company will be situated in England.

3. The Company is established to advance public education in dance.

In furtherance of the above object but not further or otherwise the company shall have power:

I. To disseminate information on issues relating to dance in and across the school curriculum.

II. To arrange and provide for, or work in conjunction with others, in organising meetings courses and conferences for teachers of dance.

III. To encourage interaction with other arts education organisations on collective or individual membership bases.

IV. To do all such other lawful things as are necessary to the attainment of the Object.

In furtherance of the said objectives, but not further or otherwise, the Company shall have power:

a. To cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes.

b. To hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others.

c. To foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research.

d. To co-operate and enter into arrangements with any authorities, national, local or otherwise.

e. To accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate.

f. To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the fund of the Company in the shape of donations, subscriptions or otherwise.

g. To draw, make, accept, endorse discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts.

h. To borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company.

i. To take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company.

j. To invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being imposed or required by law an subject also as hereinafter provided.

k. To make any charitable donation either in cash or assets for the furtherance of the objects of the Company.

l. To establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company.

m. To employ and pay any person or persons to supervise, organise or carry on the work of and advise the Company.

n. To insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit.

o. To provide indemnity insurance to cover the liability of the Executive Committee:

   i. Which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the company;

   ii. To make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986.

   Any such insurance in the case of (3)(o)(i) shall not extend to:

   a. any liability resulting from conduct which the Executive Committee knew, or must be assumed to have known, was not in the best interests of the company, or which the Executive Committee did not care whether it was in the best interests of the company or not;

   b. any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Executive Committee;

   c. any liability to pay a fine.

Any insurance in the case of (3)(0)(ii) shall not extend to any liability to make such contribution where the basis of the director's liability is his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation.

p. Subject to the provisions of Clause 4 hereof to pay reasonable sums or premiums for or towards the provisions of pensions for officers or servants for the time being of the Company

q. To amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether similar or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association.

r. To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.

s. To establish where necessary local branches (whether autonomous or not).

t. To do all such other lawful things as shall further the above objects or any of them.

Provided that:

V. In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts

VI. The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations or workers and organisations of employers

VII. In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Executive Committee of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Executive Committee have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of the Charity Commissioners over such Executive Committee but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum and Articles of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by the way of profit, to members of the Company and no member of the Executive Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

   a. Of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Executive Committee for any services rendered to the Company.

   b. Of interest on money lent by any member of the Company or of its Executive Committee at a rate per annum, not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Board of Directors or 3 per cent whichever is the greater.

   c. Of reasonable and proper rent for premises demised or let by any member of the Company or of its Executive Committee.

d. Of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board may be holding not more than 1/100th part of the capital of that Company.

e. To any member of its Board of Directors of reasonable out of pocket expenses.

5. The liability of every member is limited

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while s/he is a member, or within one year after s/he ceases to be a member, for payment of the debts and liabilities of the Company contracted before s/he ceases to become a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such as amount may be required not exceeding one pound.

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

We the several persons whose names, addresses and descriptions are subscribed hereto are desirous of being formed into a Company in pursuance of this Memorandum of Association:

1. Name:
   Address:

   Signature:

2. Name:
   Address:

   Signature:

3. Name:
   Address:

   Signature:

WITNESS TO THE ABOVE SIGNATURES:

Name:
Address:

Signature:
Date: