

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES of ASSOCIATION

of

INDEPEN-DANCE (SCOTLAND)

Contents

INTERPRETATION	3
1 Name	3
2 Registered office	3
3 Defined Terms.....	3
4 Constitution of Company	3
RESTRICTION ON USEAGE OF COMPANY’S ASSETS.....	3
5 Asset Lock.....	3
6 Winding-up.....	4
OBJECTS AND POWERS.....	4
7 Objects	4
8 Powers.....	4
LIMITATION OF LIABILITY AND STRUCTURE	5
9 Liability of members.....	5
10 General Structure.....	5
MEMBERS	5
11 Qualification for Membership.....	5
12 Application for Membership	5
13 Membership subscription	6
14 Withdrawal from membership	6
15 Expulsion from membership	6
16 Termination of membership	6
17 General meetings (members’ meetings)	6
18 Notice of general meetings.....	7
19 Special resolutions and ordinary resolutions.....	7
20 Procedure at general meetings.....	8
21 Written resolutions	9
DIRECTORS.....	10
22 Number of Directors	10
23 Election and Retiral: Directors	10
24 Termination of appointment	10
25 Office bearers.....	11
26 Powers of Directors.....	11
27 Directors may delegate	11
28 Conflicts of interest.....	12
29 Register of Directors’ interests	12
30 Procedure at Directors’ meetings	12
31 Conduct of directors	13

ADMINISTRATIVE, ACCOUNTING AND INDEMNITY	14
32 Minutes	14
33 Irregularities	14
34 Register of Members and People with Significant Control	14
35 Finance	15
36 Accounting and annual reports	15
37 Alteration to the articles	15
38 Indemnity	16
SCHEDULE 1	17
INTERPRETATION - Defined terms	17
SCHEDULE 2 – POWERS	20

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
INDEPEN-DANCE (SCOTLAND)

INTERPRETATION

1 Name

1.1 The name of the Company is “Indepen-Dance (Scotland)” hereafter referred to as “the Company”.

2 Registered office

2.1 The Registered Office of the Company is situated in Scotland.

3 Defined Terms

3.1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

4 Constitution of Company

4.1 The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of this Company.

RESTRICTION ON USEAGE OF COMPANY’S ASSETS

5 Asset Lock

5.1 The income and property of the Company shall be applied solely towards promoting the Company’s objects (as set out in article 7) and no part of the income, assets or surplus of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, whether by way of dividend, bonus or otherwise.

5.2 The Company shall, notwithstanding the provisions of article 5.1, be entitled: -

5.2.1 to pay a rent not exceeding the market rent for premises let to the Company by any member of the Company.

5.2.2 reasonable remuneration to a director for services or an employment role within the Company.

5.2.3 to make any transfer or payment to a member where such transfer or payment is made in direct furtherance of the objects of the Company.

6 Winding-up

- 6.1 If on the winding-up of the company any property remains after satisfaction of all the company's debts and liabilities, such property shall not be paid to or distributed among the members of the company but shall instead be transferred to some other charity or charities whose objects are altogether or in part similar to the objects of the company.
- 6.2 The organisation to which property is transferred under the preceding article shall be determined by the members of the company at or before the time of dissolution or, failing such determination, by such court as may have jurisdiction at that time.
- 6.3 To the extent that effect cannot be given to the provisions of articles the relevant property shall be applied to some other charitable purpose or purposes as agreed by OSCR.

OBJECTS AND POWERS

7 Objects

- 7.1 The Company has been formed as a charity with Charitable Purposes ("**the Objects**"), namely, to:
- 7.1.1 promote, maintain, improve and advance the education and where relevant opportunities for employment of children, young people and adults particularly the arts of dance, drama, music, singing, literature and visual arts.
- 7.1.2 advance the arts through the promotion and provision of inclusive dance for disabled and non-disabled people to enjoy, express, and fulfil their potential through dance;
- 7.1.3 Improve access for those with a disability by enabling participation in high quality arts provision improving well-being, quality of life through opportunities to dance and perform and where relevant to open up opportunities for employment.
- 7.2 The Company may (subject to first obtaining the consent of OSCR) add to, remove or alter the statement of the Company's objects in article 5.1; on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

8 Powers

- 8.1 The Company shall have powers, but only in furtherance of its Purposes, as expressed in **Schedule 2** annexed to these Articles.

LIMITATION OF LIABILITY AND STRUCTURE

9 Liability of members

9.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a member or within one year after they cease to be a member, for:

9.1.1 payment of the Company's debts and liabilities contracted before he/she ceases to be a member.

9.1.2 payment of the costs, charges, and expenses of winding up; and

9.1.3 adjustment of the rights of the contributories among themselves.

10 General Structure

10.1 The structure of the Company consists of: -

10.1.1 the MEMBERS – Ordinary members have the right to attend the annual general meeting (and any other general meeting) and have important powers under the articles of association and the Act; in particular, the members elect people to serve as directors and take decisions in relation to changes to the articles themselves.

10.1.2 the DIRECTORS - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the Company; in particular, the directors are responsible for monitoring the financial position of the Company.

MEMBERS

11 Qualification for Membership

11.1 The members of the Company shall consist of the subscribers to the memorandum of association and such other persons as are admitted to membership under this article.

11.2 Membership shall be open to:

11.2.1 Ordinary Member: any person aged 16 years or over who supports the Objects, and who regularly attends the Company's activities and wishes to become part of the decision-making.

11.3 An individual, once admitted to membership, shall cease to be a member if they cease to be eligible for membership.

12 Application for Membership

12.1 Any person who wishes to become a member must sign, and lodge with the Company, an application for membership.

13 Membership subscription

13.1 A membership subscription shall be payable and set by the Board from time to time.

14 Withdrawal from membership

14.1 Any person who wishes to withdraw from membership shall sign, and lodge with the Company, a written notice to that effect; on receipt of the notice by the Company, they shall cease to be a member.

15 Expulsion from membership

15.1 Any person may be expelled from membership by special resolution providing the following procedures have been observed: -

15.1.1 at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion.

15.1.2 the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

16 Termination of membership

16.1 Membership is not transferable to anyone else.

16.2 Membership is terminated if:

16.2.1 the member dies.

16.2.2 If the member notifies the Company verbally or in writing that they wish to resign. On receipt of this, they shall cease to be a member.

16.2.3 otherwise in accordance with these Articles.

17 General meetings (members' meetings)

17.1 The directors shall convene an annual general meeting in each year.

17.2 Not more than 15 months shall elapse between one annual general meeting and the next.

17.3 The business of each annual general meeting shall include: -

17.3.1 a report by the chair on the activities of the Company.

17.3.2 consideration of the annual accounts of the Company.

17.3.3 the election/re-election of directors.

17.4 The Directors may call a general meeting at any time, which may be held virtually.

17.5 The directors must convene a general meeting if there is a valid requisition by members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518 of the Act).

18 Notice of general meetings

18.1 At least 14 Clear Days' notice must be given of general meetings.

18.2 A notice calling a meeting shall specify the date, time and place of the meeting or if it is to be held entirely or in part virtually. It shall:

18.2.1 indicate the general nature of the business to be dealt with at the meeting and

18.2.2 if a special resolution (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.

18.3 A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting. Any other general meeting shall be called an extraordinary general meeting.

18.4 Notice of every general meeting shall be given:

18.4.1 in hard copy form; or

18.4.2 in writing (where the individual to whom notice is given has notified the Company of an address to be used for the purpose of electronic communication) in electronic form; or

18.4.3 (Subject to the Company notifying members of the presence of the notice on the website and complying with the other requirements of section 309 of the Act) by means of a website.

19 Special resolutions and ordinary resolutions

19.1 For the purposes of these Articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with Article 18.

19.2 For the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution. No account shall be taken of abstentions or members absent from the meeting.

19.3 In addition to the matters expressly referred to elsewhere in these Articles, the provisions of the Act allow the Company, by special resolution,

19.3.1 to alter its name.

19.3.2 to alter any provision of these Articles or adopt new Articles of Association.

19.4 For the purposes of these Articles, an “ordinary resolution” means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at a general meeting, providing proper notice of the meeting has been given in accordance with Article 18.

20 Procedure at general meetings

20.1 The quorum for a General Meeting shall be 20, in either event being present in person, virtually or by proxy. No business shall be dealt with at any General Meeting unless a quorum is present.

20.2 If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

20.3 The Chairperson of the Company, whom failing the Vice-Chairperson of the Company (if any), shall act as Chairperson of each General Meeting. If neither the Chairperson nor the Vice-Chairperson is present or willing to act as Chairperson of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Directors present shall elect from among themselves one of the Elected Directors who will act as Chairperson of that meeting

20.4 The Chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.

20.5 Each Ordinary Member shall have one vote, to be exercised in person, virtually, or by proxy, by a show of hands

20.6 Unless a secret ballot is demanded by the Chairperson of the meeting, or by at least two Ordinary Members present at the meeting and entitled to vote, this may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting.

20.7 This shall be conducted in such a manner as the Chairperson of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded.

20.8 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company.

- 20.9 Any member who wishes to appoint a proxy to vote on their behalf at any meeting (or adjourned meeting):
- 20.9.1 shall lodge with the Company, at the Company's registered office, a written instrument of proxy (in such form as the Directors require), signed by him/her; or
 - 20.9.2 shall send by electronic means to the Company, at such electronic address as may have been notified to the members by the Company for that purpose, an instrument of proxy (in such form as the Directors require);
 - 20.9.3 providing (in either case), the instrument of proxy is received by the Company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).
- 20.10 An instrument of proxy which does not conform to the provisions of Article 20.9, or which is not lodged or sent in accordance with such provisions, shall be invalid.
- 20.11 A member shall not be entitled to appoint more than one proxy to attend on the same occasion.
- 20.12 A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed them to speak at the meeting and need not be a member of the Company.
- 20.13 The termination of a proxy's authority by the member appointing them does not invalidate the vote given or ballot demanded, unless the Company receives notice of the termination before the commencement of the meeting or adjourned meeting. Such notice should be received by the Company at the Company's registered office (or, where sent by electronic means, was received by the Company at the address notified by the Company to the members for the purpose of electronic communications).
- 20.14 If there are an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote at a General Meeting (when casting a vote as a Member).
- 20.15 A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two persons present in person at the meeting and entitled to vote (whether as members or proxies for members)). A secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
- 20.16 If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct. The result of the ballot shall be declared at the meeting at which the ballot was demanded.

21 Written resolutions

21.1 A resolution agreed to in writing (including by e-mail) by the Members will be as valid as if it had been passed at an annual general meeting or Board meeting; the date of the resolution will be taken to be the date on which the last member agreed to it.

DIRECTORS

22 Number of Directors

22.1 The number of Directors shall be not less than three. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than 9.

23 Election and Retiral: Directors

23.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution on the basis they have experience or skills which could be of assistance to the Board and that they would make a substantial contribution to the work of the board of directors.

23.2 Directors may be appointed at any time.

23.3 The Board may from time to time appoint any Member or individual to fill a casual vacancy among the directors and in considering whether or not to approve a person for appointment to Board shall have regard to the need to have a broad representation of skills and experience required from time to time.

23.4 Directors shall serve for a three (3) year term and shall retire from office at the close or adjournment of the Board meeting held following the expiry of that term. Directors retiring following the three-year term are eligible for re-election.

23.5 A director that has served on the board for a period of Nine (9) consecutive years shall automatically vacate office on expiry of that Nine (9) year period and shall then not be eligible for re-election until a further 3 years has passed.

24 Termination of appointment

24.1 A person ceases to be a Director as soon as:

24.1.1 they cease to be a director through the operation of any provision of the Act or becomes prohibited by law from being a director;

24.1.2 they become debarred under any statutory provision from being a charity trustee (within the meaning of section 106 of the Charities and Trustee Investment (Scotland) Act 2005);

24.1.3 they become incapable for medical reasons of fulfilling the duties of office and such incapacity is expected to continue for a period of more than six months;

24.1.4 they resign office by notice to the Company;

24.1.5 they are absent (without permission of the directors) from more than three consecutive meetings of the directors, and the directors resolve to remove them from office;

24.1.6 they are in breach of the Company's Code of Conduct;

24.1.7 they have been convicted of fraud or other crime involving dishonesty or misappropriation of funds;

24.1.8 their conduct or behaviour negatively impacts on the Company and damages its reputation;

24.1.9 they are sequestered or subject to bankruptcy or insolvency proceedings as an individual or as a Company director;

24.1.10 they are removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act.

25 Office bearers

25.1 At AGM, the office bearers shall be appointed, including the Chair, Vice-Chair, Treasurer and Secretary.

25.2 A Director elected to any office shall cease to hold that office at each AGM but shall be eligible for election.

25.3 Employees shall be eligible to be appointed as Secretary but shall automatically cease to hold that office if they are no longer an employee.

26 Powers of Directors

26.1 Subject to the Act and the Articles, the Directors are responsible for the management of the Company and its assets and undertaking, for which purpose they may exercise all the powers of the Company.

26.2 A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

27 Directors may delegate

27.1 The Directors may delegate any of their powers for the implementation of their decisions or day to day management of the affairs of the Company to such person or sub-committee as they see fit. Such powers may be made subject to such terms and conditions as the Directors may impose.

27.2 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

28 Conflicts of interest

- 28.1 Whenever a Director finds themselves in a situation where a personal interest is reasonably likely to give rise to a Conflict of Interest, they must declare their interest to the Directors.
- 28.2 For the purposes of the preceding Article, a Director shall be deemed to have a personal interest in a Company matter if any partner or close relative of theirs or any firm of which they are a partner or any limited Company of which they are a substantial shareholder or director (or any other party who is deemed to be connected with her for the purposes of the Act), has an interest in that matter.
- 28.3 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 28.4 Whenever a matter is to be discussed at a meeting or decided and a Director has a Conflict of Interest in respect of that matter then, unless the Directors decide otherwise, they must:
- 28.4.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - 28.4.2 not be counted in the quorum for that part of the meeting; and
 - 28.4.3 withdraw during the vote and have no vote on the matter.
- 28.5 A director shall not vote at a directors' meeting (or at a meeting of a sub-committee) on any resolution concerning a matter in which they have a personal interest which conflicts (or may conflict) with the interests of the Company; they must withdraw from the meeting while an item of that nature is being dealt with.
- 28.6 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
- 28.7 The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

29 Register of Directors' interests

- 29.1 The Directors shall keep a register of Directors' interests.

30 Procedure at Directors' meetings

- 30.1 Any Director may call a meeting or request the Secretary (if any) to call a Directors' meeting – which may be held entirely or in part virtually.

- 30.2 Notice of the meeting shall be given to all Directors with reasonable notice, normally a minimum of seven days but may be held sooner if needed.
- 30.3 The Directors shall meet 5 times a year
- 30.4 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 30.5 In all proceedings of Directors each Director must not have more than one vote and in case of an equality of votes, the chair shall have a casting vote.
- 30.6 The quorum for Board meetings shall be one-third of all the Directors. No business shall be dealt with at a Board meeting unless such a quorum is present.
- 30.7 If at any time the number of Directors falls below the number fixed as the quorum, the remaining Director(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 30.8 The Chairperson, whom failing the Vice-Chairperson (if any), shall be entitled to preside as Chairperson of all Board meetings at which he or she is present. If at any meeting neither the Chairperson nor the Vice-Chairperson is present and willing to act as Chairperson of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of the Directors to be Chairperson of the Board meeting, which failing the meeting shall be adjourned until a time and date when the Chairperson or Vice-Chairperson will be available.
- 30.9 The Directors may, at their discretion, allow any person who they reasonably consider appropriate to attend and speak at any meeting of the Directors.
- 30.10 For the avoidance of doubt, any such person who is invited to attend a Directors' meeting shall not be entitled to vote.

31 Conduct of directors

- 31.1 Each of the directors shall, in exercising their functions as a director of the Company, act in the interests of the Company; and, in particular, must:
- 31.1.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects.
- 31.1.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person.
- 31.1.3 in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party:
- 31.1.3.1 put the interests of the Company before that of the other party, in taking decisions as a director
- 31.1.3.2 where any other duty prevents them from doing so, disclose the conflicting interest to the Company and refrain from participating in any

discussions or decisions involving the other directors with regard to the matter in question

31.1.4 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

ADMINISTRATIVE, ACCOUNTING AND INDEMNITY

32 Minutes

32.1 The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

32.2 Subject to Article 32.1, the Company, upon request of any person for a copy of any minutes must, if the request is reasonable, give the person within 28 days of the request a copy of the requested minutes

32.3 Where such a request is received under Article 33.2 the Company:

32.3.1 may withhold information contained in the minutes, and

32.3.2 if it does so, must inform the person requesting a copy of the minutes of its reason for doing so.

33 Irregularities

33.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

34 Register of Members and People with Significant Control

34.1 The Directors shall maintain registers of:

34.1.1 All members - setting out the full name and address of each member, the date on which they were admitted to membership, the sub-category of membership, subscription payable and the date on which any person or organisation ceased to be a member;

34.1.2 All directors – setting out the full names including middle and former names, a service address, a residential or home address including country of residence, nationality, date of birth and business occupation;

34.1.3 People with Significant Control (the PSC Register) – setting out for each person the name, service address, usual country/state of residence, nationality, date of birth, usual residential address, date on which the individual became registrable and the nature of control.

35 Finance

35.1 The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

35.2 All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

35.3 The Board shall manage all funds and assets of the Company and are applied towards achieving the Purposes.

36 Accounting and annual reports

36.1 The Board shall cause accounting records to be kept for the Company in accordance with the requirements of the Act and other relevant regulations.

36.2 The accounting records shall be maintained by the treasurer and overseen by the chair, or otherwise by, or as determined by, the directors; such records shall be kept at such place or places as the directors think fit and shall always be available for inspection by the directors.

36.3 The Board shall ensure that an audit of the accounts is carried out by an auditor, an audit (within the meaning of the Act) shall not be required in a case where the Company is exempt (under the Act)

36.4 At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date (or, in the case of the first account, since the incorporation of the Company). The accounts shall be accompanied by proper reports of the Board. Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting, be delivered or sent to all members, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).

37 Alteration to the articles

37.1 Any alteration to these Articles should comply with the following conditions:

37.1.1 upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively)

37.1.2 any changes to the purposes are subject to written consent being obtained from the Office of the Scottish Charity Regulator (and its successors) in terms of Section 16 of The Charities and Trustee Investment (Scotland) Act 2005

37.1.3 notify the Office of the Scottish Charity Regulator (and its successors) of any other changes to the Articles not covered (i.e. not related to purposes) in terms of Section 17 of The Charities and Trustee Investment (Scotland) Act 2005.

38 Indemnity

38.1 Every Director or other officer or auditor of the Company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the Company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Act), any liability incurred by them in defending any proceedings (whether civil or criminal) in which judgement is given in their favour or in which he/she is acquitted or any liability in connection with an application in which relief is granted to them by the court from liability for negligence, default or breach of trust in relation to the affairs of the Company.

38.2 The Company shall be entitled to purchase and maintain for any Director insurance against any loss or liability which any Director or other officer of the Company may sustain or incur in connection with the execution of the duties of office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).

38.3 The Company shall be entitled (subject to the provisions of section 68A of the Charities and Trustee Investment (Scotland) Act 2005) to purchase and maintain for any director insurance against any loss or liability which any director or other officer of the Company may sustain or incur in connection with the execution of the duties of office, and such insurance may (subject to the provisions of section 68A) extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).

SCHEDULE 1

INTERPRETATION - Defined terms

1.1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
Act	means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force
“Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
“AGM”	means an Annual General Meeting.
“Articles”	the Company’s articles of association;
“Board”	The Directors of the Company
“charity”	means a body which is either a Scottish Charity, or a “charity” within the meaning of section 1 of the Charities Act 2006, providing (in either case) that its objects are limited to charitable purposes;
“charitable purpose”	means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;
“Clear Days”	in relation to the period of a notice, 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;
“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
“Community”	means the Community area described in Article 5;
“Company”	Means Indepen-Dance (Scotland);
“Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that

	conflicts, or might conflict with the interests of the Company;
“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
“Document”	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
“Hard Copy Form”	has the meaning given to it in the Companies Act 2006;
“Land Reform Act”	means the Land Reform (Scotland) Act 2003 and every statutory modification or re-enactment thereof for the time being in force.
“Members”	mean those individuals or organisations who have joined the Company;
“Memorandum”	the Company’s memorandum of association;
“Organisation”	means any incorporated or unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person);
“OSCR”	means the Office of the Scottish Charity Regulator
“Scottish Charity”	means a “Scottish charity” within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005
“Secretary”	the secretary of the Company (if any);
“specified”	means specified in the memorandum or articles of association of the Company for the purposes of this paragraph;
“sustainable development”	means development which meets the needs of the present without compromising the ability of future generations to meet their own needs.
“transfer”	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
“Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- 1.2 Subject to clause 1.3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.

SCHEDULE 2 – POWERS

1	Further to Article 8, the Company shall have the following powers, but only in furtherance of the Purposes (and wherein reference to “ property ” means any property, assets or rights, heritable or moveable, wherever situated) and declaring that the order in which these Powers are listed or the terms of the sub-headings are of no significance in terms of their respective priority which shall be deemed to be equal, namely:
	General
2.1	To encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Company to achieve the Purposes.
2.2	To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes.
2.3	To provide advice, consultancy, training, tuition, expertise and assistance.
2.4	To prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium.
	Property
3.1	To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company
3.2	to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Company's property.
3.3	To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company.
3.4	To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.
	Employment
4.1	To employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Company.
	Funding and Financial
5.1	To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company.
5.2	To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.
5.3	To borrow or raise money for the Purposes and to give security in support of any such borrowings by the Company and/or in support of any obligations undertaken by the Company.

5.4	To set aside funds not immediately required as a reserve or for specific purposes.
5.5	To invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate, which may be held in the name of a nominee Company under the instructions of the Board of Directors, and to dispose of, and vary, such investments.
5.6	To make grants or loans of money and to give guarantees.
	Development
6.1	To establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Purposes.
6.2	To establish, operate and administer and/or otherwise acquire any separate trading Company or association, whether charitable or not.
6.3	To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation.
6.4	To enter into contracts to provide services to or on behalf of others.
	Insurance and Protection
7.1	To effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees).
7.2	To oppose, or object to, any application or proceedings which may prejudice the interests of the Company.
	Ancillary
8.1	To pay the costs of forming the Company and its subsequent development.
8.2	To carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.
8.3	To do anything which may be incidental or conducive to the Purposes so long as these are charitable.