

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

**THE ASSOCIATION FOR DANCE MOVEMENT
PSYCHOTHERAPY LIMITED**

1. The name of the Company (hereinafter called "the Association") is THE ASSOCIATION FOR DANCE MOVEMENT PSYCHOTHERAPY LIMITED.
2. The registered office of the Association will be situate in England..
3. The objects for which the Association is established are:
 - A.
 - a) To promote mental and physical health in every way, but especially by the use of Dance and movement and other creative activities as forms of therapy.
 - b) To promote the exchange of ideas concerning health in general and dance and movement therapy in particular and to place the views of members before the various authorities and other bodies with interests in this field and before the general public.
 - c) To protect and promote the interests of its members and to provide and maintain such services for the benefit of members as may be approved by the Executive Committee from time to time.
 - d) To enable its members to co-operate as a body with other organisations in pursuit of the objects of the Association.
 - e) To encourage suitable persons to enter the profession, to devise and establish courses of training for such persons and to see that proper standards of professional competence and ethics are maintained by members of the Association.

f) To foster and promote the education and training in the theory and practice of dance and therapy movement and to seek the provision of employment opportunities in the field of dance and movement therapy.

g) To facilitate the exchange of information, knowledge and thought in dance and movement therapy and to promote such exchange by publication of a journal and in other ways.

h) To affiliate with other bodies having objects wholly or in part similar to the objects of the Association.

i) To purchase, lease, exchange or otherwise acquire any real and personal property and to construct, alter, or maintain any buildings required for the purpose of the Association and to sell, improve, develop or otherwise deal with all or any part of the property of the Association.

j) To employ all such officers and servants as may be required for the purposes of the Association.

k) To raise money for any of the above purposes by mortgaging or charging all or any such property as may legally be mortgaged or charged with capital sums or with terminable annuities for lives or years.

l) To accept subscriptions and donations (whether of real or personal estate) and devises and bequests for all or any of the purposes aforesaid and to sell and dispose of, to lease and accept surrenders of leases of and manage all real estate (including leaseholds) so received and not required to be or capable of being occupied for the purposes of the Association and generally to manage invest and expend all moneys belonging to the Association.

B. To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law.

C. To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

4. The income and property of the Association whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent payment in good faith of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Executive Committee or governing body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Committee or governing body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Executive Committee or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Board of Trade

6. The fourth and fifth paragraphs of this Memorandum contain conditions to which a licence granted by the Board of Trade to the Association in pursuance of section 19(1) of the Companies Act 1948 is subject.

7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association 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, such amount as may be required not exceeding five pounds.

9. If upon the winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.