



# HANDBOOK

**Dances of Universal  
Peace Australia  
Incorporated  
Revised  
June 2022**

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## Updates and Amendments

Date	Sections	Brief description of Alteration	Dept Fair Trading
July 2006		Handbook finalised (July 2006) Submitted with application for incorporation to Dept Fair Trading (NSW)	
June 2022		Updated handbook	

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## NAME and AFFILIATION

The name of the organisation shall be:

**Dances of Universal Peace Australia Incorporated** (abbreviated to DUPA Inc).

- 1) DUPA Inc exists as an autonomous body, affiliated with The International Network for the Dances of Universal Peace (INDUP) in accordance with the Articles of Incorporation and By-Laws of that organisation.
- 2) DUPA Inc follows the guidelines provided and revised from time to time by INDUP, except where an alternative action is specified by the rules in this Handbook or required by relevant Australian legislation.

## OBJECTS

The objects of the DUPA Inc are:

- 1) To represent the International Network for the Dances of Universal Peace in Australia;
- 2) To provide a networking hub for the Australia wide activities of the Dances of Universal Peace;
- 3) To dance, pray and work together for the continuation of the Dances of universal Peace;
- 4) To raise resources and perform other activities and requirements to further the objectives of the Dances of Universal Peace Australia Inc.

## RULES

DUPA Inc and its members are bound by the following Rules which have been developed from the Model Rules in accordance with Section 11 and Schedule 1 of the *Associations Incorporated Act, 1984 (NSW)*.

### ***Part A: Membership***

#### **Membership qualifications**

- 1.1 Membership is open to any natural person who supports the aims and objectives of the Dances of Universal Peace.

- 1.2 New member applications

A person may apply for membership by:

- (a) completing an official DUPA Inc membership form or other written document indicating the desire to join the association, and
- (b) forwarding the application to the membership secretary, and
- (c) paying the amount referred to in [clause 3.1](#) as the membership fee and annual subscriptions referred to in [clause 3.2](#), or the amount determined if a request for special concession was submitted as per [clause 3.4](#).

## 2 Registration of new members

- (a) The membership secretary must, on payment of the membership fee referred to in [clause 3.1](#), enter the new member's name in the register of members, and on the name being so entered, the nominee becomes a member of DUPA Inc.
- (b) As soon as practicable, the membership secretary must forward to the new member a “**New Member Information Package**”, **a welcome letter and membership number**

### 2.1

#### Membership categories

- (a) There are no distinctions between members.
- (b) The following categories are provided only to facilitate an appropriate fee structure, and may be varied by the Coordinating Committee:
  - i. General Membership
  - ii. Concession Membership
  - iii. Family Group Membership
  - iv. Life Membership
- (c) Honorary Life Membership may be bestowed on a long serving member of the organisation at the discretion **and majority of membership at the next AGM.**

### 2.2

#### Membership entitlements

- (a) All individual members (current in dues) are entitled to one vote at general meetings.
- (b) Two votes only will be counted for a Family Group membership.
- (c) Members are entitled to receive notification of activities planned by DUPA Inc, notice of general meetings, the annual report, **minutes from AGM, area connector reports.**
- (d) Membership entitlements are not transferable and terminate on cessation of the person's membership.

### 2.3

#### Cessation of membership

A person ceases to be a member of the association if the person:

- (a) dies, or
- (b) resigns membership, or
- (c) fails to pay the agreed annual membership fee within 6 months of the AGM; or
- (d) as a result of disciplinary action taken by the Coordinating Committee under [Rule 5](#).

## 2.4

### Resignation of members

- (a) Any member may resign from membership of the DUPA Inc by written notice to the membership secretary.
- (b) If a member of the association ceases to be a member under [clause 1.7](#), or for any other reason, the membership secretary must make an appropriate entry in the register of members, recording the date on which the member ceased to be a member.

### Register of members

2.5 The membership secretary must establish and maintain a register of members of the association specifying the name and address of each person who is a member of the association together with the date in which the person became a member.

2.6 The register of members must be kept at the principal place of administration of the association or other location determined by the Coordinating Committee and must be open for inspection, free of charge, by any member of the association at any reasonable hour.

2.7 A member may obtain a copy of the DUPA Handbook on the DUPA website or from the secretary DUPA on request

2.8 This list is not to be used for purposes other than Dances of Universal Peace.

Members should inform the DUPA secretary if they do not want their details shared among DUPA members.

## 3. Membership fees

### 3.1 Admission fee

On admission to DUPA Inc a member must pay to the association the membership fee applicable for that financial year, as determined by the Coordinating Committee and recorded in the minutes of the AGM; or where a special concession has been requested under [clause 3.4](#), the concession amount so determined.

### 3.2 Annual membership fee

Members of the DUPA Inc must pay to the association the annual membership fee applicable for that financial year, as determined by the Coordinating Committee and recorded in the minutes of the AGM, or where a special concession has been requested under [clause 3.4](#), the concession amount so determined.

- (a) except as provided by paragraph (b), before **1<sup>st</sup> April** in each calendar year, or
- (b) if the member becomes a member on or after **1<sup>st</sup> April** in any calendar year – on becoming a member and before **1<sup>st</sup> April** in each succeeding calendar year.

### 3.3

Membership fees will be paid online or banked directly with the member's, membership number / name as a reference.

The member will also inform the Membership Secretary of the deposit.

### 3.4 Special concession on membership fees

- (a) Where financial hardship would otherwise prevent an interested person from joining DUPA Inc or renewing their membership, the member or Dance Leader on a members' behalf, may apply to the president or membership secretary in confidence, to request a special concession on membership fees.
- (b) The president and membership secretary will determine the circumstances under which special concessions are granted, and the appropriate amount.
- (c) The membership secretary may negotiate with the member concerned for payment by instalments.
- (d) The treasurer must be informed of any special concession arrangements.
- (e) Special concessions granted under this rule will be reviewed annually.

### 3.5 INDUP membership

(a) Mentored Dance Leaders become members of INDUP when fees are paid each financial year. This also entitles Dance Leaders access to the INDUP resource site.

Membership fees are finalised by June 30<sup>th</sup> with INDUP.

(b) The treasurer will forward to INDUP the annual contribution per mentored dance leader determined by INDUP based on the registrar of members as of June 30 -except where [clause \(c\)](#) applies,

(c) Should the contribution determined by INDUP, in the opinion of the treasurer, severely inhibit the ordinary functioning of DUPA Inc, the contribution for that year may be negotiated with the appropriate official of INDUP.

## 4. Members' liabilities

4.1 The liability of a member of the association to contribute towards the payment of the debts and liabilities of DUPA Inc or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by [clause 3.2](#).

## 5. Mediation guidelines

5.1 The Coordinating Committee will appoint designated **Mediators** each year to manage internal disputes and disciplining of members should these situations arise.

5.2 The Coordinating Committee will prepare and distribute to members a document providing guidelines to follow if there are disputes or grievances of any kind relating to members of DUPA Inc and its activities.

5.3 The **Mediation Guidelines** are covered in the Mediation Handbook

( see appendix Note ; the Mediation document and addendum will be added in appendix ) and include action to be followed by members and mediators in appeals

5.4 Grievances concerning Dance Leaders are to be referred to the **Mentor Teachers Guild** and handled in accordance with the **Ethical Guidelines** as prepared by INDUP and available on the website. (Refer to information and web links provided in Appendix 1)

## **Part B: The committee**

### **Committee**

#### 6.1 Name of the committee

The committee of DUPA Inc will be known as the **Coordinating Committee**.

#### 6.2 Powers of the committee

Subject to the Act, the Regulation, these Rules and to any resolution passed by the association in general meeting, the Coordinating Committee has the following powers:

- (a) to control and manage the affairs of the association, and
- (b) to exercise all such functions as may be exercised by the association, other than those functions that are required by these rules to be exercised by a general meeting of members of the association, and
- (c) to perform all such acts and do all such things as appear to the committee to be necessary or desirable for the proper management of the affairs of the association.

#### 6.3 Composition and membership of the committee

- (a) The committee will comprise the members appointed as office bearers and representatives at the Annual General Meeting
- (b) The Coordinating Committee will comprise **at least seven (7)** “current in dues” members of the association, over 18 years of age, with the following configuration:
  - i. **at least 4 separate office-bearers, which must include treasurer, president ,secretary, public officer**
  - ii. at least 3 other ordinary members.
- (c) The office-bearers of the association may include:
  - i. president
  - ii. vice-president
  - iii. treasurer
  - iv. secretary
  - v. membership secretary
  - vi. public officer.
- (d) Each member of the Coordinating Committee is, subject to these rules, to hold office until the conclusion of the Annual General Meeting following the date of the member’s election, but is eligible for re-election.
- (e) In the event of a casual vacancy occurring in the membership of the committee, the Coordinating Committee may appoint a member of the association to fill the vacancy and the member so appointed is to hold office, subject to these rules, until the conclusion of the Annual General Meeting next following the date of the appointment.



- (f) The Coordinating Committee may appoint additional members of the association to the committee for a specified period to perform a specific function, or to ensure effective lines of communication are established for remote and isolated groups. The member so appointed is to hold office, subject to these rules, until the conclusion of the Annual General Meeting next following the date of the appointment.
- (g) The Coordinating Committee may invite other persons to join the committee in an ex officio advisory capacity for a specified period.

#### 6.4 Election of committee members

- (a) Nomination of candidates for election as office-bearers of the association or as ordinary members of the Coordinating Committee:
  - i. must be made in writing, by a member with the consent of the candidate or by the candidate themselves, and
  - ii. must be delivered to the secretary of the association prior to commencement of the Annual General Meeting at which the election is to take place.
- (b) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected and the allocation of office bearers will be decided at the annual general meeting.
- (c) If insufficient nominations are received to fill all vacancies on the Coordinating Committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.
- (d) If insufficient further nominations are received, any vacant positions remaining on the Coordinating Committee are taken to be casual vacancies. (Clause 6.3 paragraph (e) applies.)
- (e) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (f) The ballot for the election of office-bearers and ordinary members of the Coordinating Committee is to be conducted at the Annual General Meeting in such usual and proper manner as the committee may direct.

#### 6.5 Duties of the President

It is the duty of the president to:

- i. Convene meetings of the Coordinating Committee, and to ensure that members receive notice of meetings, the agenda, minutes of the previous meeting and all other relevant documents prior to the meeting.
- ii. Convene general meetings of DUPA Inc in accordance with these rules.

#### 6.6 Duties of the Secretary

- (a) The secretary of the association must, as soon as practicable after being appointed as secretary, provide the association of his or her address.
- (b) It is the duty of the secretary to keep minutes of:
  - i. all appointments of office-bearers and members of the Coordinating Committee,
  - ii. the names of members of the Coordinating Committee present at a committee meeting or a general meeting, and
  - iii. all proceedings at Coordinating Committee meetings and general meetings.

- (c) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

#### 6.7 Duties of the Treasurer

- (a) It is the duty of the treasurer of the association to ensure that:
  - i. all money due to the DUPA Inc is collected and receipted, and
  - ii. all payments authorised by the Coordinating Committee are made.
- (b) The treasurer will prepare and table a financial report at each Coordinating Committee meeting recording full details of all receipts and expenditure of the DUPA Inc since the previous meeting, and
- (c) The treasurer is responsible for:
  - i. maintaining correct financial accounts and books which accurately show the financial affairs of the association, and
  - ii. preparing the annual financial statements of the association, and
  - iii. organising an independent audit of the books and financial statements prior to the AGM.

#### 6.8 Duties of the Public Officer

- (a) The Public Officer is the official representative of the DUPA Inc for all dealings with government departments and agencies.
- (b) The Public Officer must be a member of the Coordinating Committee who is over 18 years of age and a permanent resident of NSW, (the state under which the association is incorporated).
- (c) The Public Officer is responsible for:
  - i. liaising with relevant government agencies and ensuring DUPA Inc complies with relevant legislation, and
  - ii. providing advice to Council regarding the Act and any subsequent amendments, and
  - iii. completing and submitting annual statements and documents required by the NSW Dept of Fair Trading, ASIC, ATO or other government bodies as required by Australian legislation.

#### 6.9 Casual vacancies

- (a) For the purposes of these rules, a casual vacancy in the Coordinating Committee occurs if a member:
  - i. dies, or
  - ii. ceases to be a member of the association, or
  - iii. resigns office by notice in writing given to the secretary, or
  - iv. becomes an insolvent under administration within the meaning of the Corporations Act 2001 of the Commonwealth, or
  - v. becomes a mentally incapacitated person, or
  - vi. is absent without the consent of the Coordinating Committee from all meetings of the committee held during a period of 6 months, or
  - vii. is removed from office under [clause 6.10](#).

#### 6.10 Removal from office

The **Mediation Guidelines** referred to in [Rule 5](#) will include the procedure to be followed if this action is considered appropriate by Mediators.

#### 6.11 Committee meetings and quorum

- (a) Coordinating Committee meetings may be held by **zoom** email and other electronic means.
- (b) At least two (2) Coordinating Committee meetings must be held in a 12 month period.
- (c) Additional meetings of the Coordinating Committee may be convened by the president or by any **two** (2) other members of the committee.
- (d) Oral or written notice of a meeting of the Coordinating Committee must be given by the secretary to each member of the committee at least 48 hours in advance (or such other period as may be unanimously agreed on by the members of the Coordinating Committee).
- (e) Notice of a meeting given under clause (d) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting unanimously agree to treat as urgent business.

#### 6.12 Committee meetings - quorum

- (a) Any **four** (4) members of the Coordinating Committee constitute a quorum for the transaction of business at the meeting, and business must cease if a quorum is not maintained.
- (b) No business is to be transacted by the Coordinating Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to be re-convened as soon as practicable; or conducted via electronic means.
- (c) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (d) At a meeting of the Coordinating Committee:
  - i. the president or, in the president's absence, the vice-president is to preside, or
  - ii. if the president and the vice-president are absent or unwilling to act, such one of the remaining members of the Coordinating Committee as may be chosen by the members present at the meeting is to preside.

#### 6.13 Delegation by committee to sub-committee

- (a) The Coordinating Committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the association as the committee thinks fit) the exercise of such of the functions of the committee as are specified in the instrument, other than:
  - i. this power of delegation, and
  - ii. a function, which is a duty, imposed on the committee by the Act or by any other law.
- (b) A function the exercise of which has been delegated to a sub-committee under this rule may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.

- (c) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (d) Despite any delegation under this rule, the Coordinating Committee may continue to exercise any function delegated.
- (e) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the Coordinating Committee.
- (f) The Coordinating Committee may, by instrument in writing, revoke wholly or in part any delegation under this rule.
- (g) A sub-committee may meet and adjourn, as it thinks proper.
- (h) A sub-committee must record decisions made and actions taken and report regularly to the Coordinating Committee.
- (i) The president or honorary life member may participate in any sub-committee in an ex officio capacity.

#### 6.14 Voting and decisions

- (a) Questions arising at a meeting of the Coordinating Committee or of an approved sub-committee are to be determined by a majority of votes of those present at the meeting and entitled to vote.
- (b) Each member present at a meeting of the Coordinating Committee or of an approved sub-committee (including the person presiding at the meeting) is entitled to **one vote** but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- (c) Subject to the existence of a valid quorum, as stated in [clause 6.12](#), the Coordinating Committee may act despite any vacancy on the committee.
- (d) Any act or thing done or suffered, or purporting to have been done or suffered, by the Coordinating Committee or by an approved sub-committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the committee or sub-committee.

## **Part C: General meetings**

### **7. Annual General Meeting (AGM)**

#### 7.1 Annual General Meetings – convening

- (a) The Annual General Meeting of DUPA Inc will be convened each year either at the annual retreat or other such date, time and place determined by the Coordinating Committee, within 6 months of the end of the financial year.
- (b) An Annual General Meeting must be specified as such in the notice convening it.

#### 7.2 Annual General Meetings – business

- (a) The purpose of the Annual General Meeting is:
  - i. to confirm the minutes of the last preceding Annual General Meeting and of any special general meeting held since that meeting,
  - ii. to receive from the Coordinating Committee reports on the activities of the association during the last preceding financial year,
  - iii. to receive and consider the financial statement which is required to be submitted to members under section 26(6) of the Act,
  - iv. to elect office-bearers of the association and ordinary members of the committee to form the Coordinating Committee for the next 12 months.
- (b) In addition to clause (a), business which may be transacted at an Annual General Meeting includes:
  - i. endorsement of the fee structure proposed by the Coordinating Committee for the ensuing 12 month period,
  - ii. endorsement of the INDUP contribution per mentored dance leader and approval for the funds to be transferred at the end of June.
  - iii. recording of members appointed to any relevant designated positions for the next 12 month period, for example: Area Connectors, Retreat Registrars, Website Co-ordinator, etc, and
  - iv. other business that requires presentation to the membership, as determined by the Coordinating Committee or requested by members and are added to the agenda at the commencement of the meeting; excluding items specified in these rules or the Act which require a special resolution.

### **8. Special general meetings**

8.1 The Coordinating Committee may, whenever it thinks fit, convene a special general meeting of the association to present resolutions to members or to gain feedback from members regarding proposed activities or organisational matters of the association.

8.2 The Coordinating Committee must, on the requisition in writing of **at least 10** members (or 10% of the total membership, whichever is greater) convene a special general meeting of the association.

- 8.3 The requisition by members for a special general meeting referred to in [clause 9.2](#):
  - (a) must state the purpose or purposes of the meeting, and

- (b) must be signed by the members making the requisition, and
- (c) must be lodged with the secretary, and
- (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.

8.4 If the Coordinating Committee fails to convene a special general meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.

8.5 A special general meeting convened by a member or members as referred to in [clause 9.4](#) must be convened as nearly as is practicable in the same manner as general meetings are convened by the Coordinating Committee and any member who consequently incurs expenses is entitled to be reimbursed by the association for any expense so incurred in arranging the meeting, but not for travel or accommodation.

## 9. Notice of general meetings

9.1 Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, **at least 14 days** before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

9.2 If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, **at least 21 days** before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under [clause 10.1](#), the intention to propose the resolution as a special resolution.

9.3 No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under [clause 8.2](#).

9.4 A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

## 10. General meetings—procedure

10.1 No item of business is to be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.

### 10.2 Quorum

- (a) **Ten** members (or 10% of the total membership, whichever is greater) present in person (being members entitled under these rules to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (b) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
  - i. if convened on the requisition of members, is to be dissolved, and
  - ii. in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the

time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.

- iii. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) is to constitute a quorum.

### 10.3 Presiding member

- (a) The president or, in the president's absence, the vice-president, is to preside as chairperson at each general meeting of the association.
- (b) If the president and the vice-president are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

### 10.4 Adjournment

- (a) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (b) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (c) Except as provided in clauses (a) and (b), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

### 10.5 Making decisions

- (a) A question arising at a general meeting of the association is to be determined on a show of hands, unless before or on the declaration of the show of hands, a poll is demanded.
- (b) A declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (c) At a general meeting of the association, a poll may be demanded by the chairperson or by at least 3 members present in person or by proxy at the meeting.
- (d) If a poll is demanded at a general meeting, the poll must be taken;
  - i. immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment, or
  - ii. in any other case, in such manner and at such time before the close of the meeting as the chairperson directs, and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.

3.6 11.6 Special resolutions

A resolution of the association is a special resolution:

- (a) if it is passed by a majority which comprises at least three-quarters of such members of the association as, being entitled under these rules so to do, vote in person or by proxy at a general meeting of which at least 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules, or
- (b) where it is made to appear to the Commissioner that it is not practicable for the resolution to be passed in the manner specified in [paragraph \(a\)](#) if the resolution is passed in a manner specified by the Commissioner.

10.7 Voting

- (a) On any question arising at a general meeting of the association a member has one vote only, except for a family group membership where [clause 1.6?](#) applies.
- (b) All votes must be given personally or by proxy but no member may hold more than 5 proxies.
- (c) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (d) A member or proxy is not entitled to vote at any general meeting of the association unless all money due and payable to the association by the member or proxy has been paid, other than the amount of the annual subscription payable in respect of the then current year.

10.8 Appointment of proxies

- (a) Each member is to be entitled to appoint another member as proxy by notice given to the secretary and president no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- (b) The notice appointing the proxy is to be emailed to the secretary and president prior to the meeting ( 24 hrs before )



## **Part D: Miscellaneous**

### **11. Common seal**

11.1 The common seal of the DUPA Inc shall be held by the secretary or public officer for use on all legal documents as required.

11.2 The common seal must not be affixed to any instrument except by the authority of the Coordinating Committee and the affixing of the common seal must be attested by the signatures of one (1) member of the Coordinating Committee and of the public officer or secretary.

### **12. Custody and inspections of books**

12.1 Except as otherwise provided by these rules, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to the association.

12.2 The records, books and other documents of the association must be open to inspection, free of charge, by a member of the association at any reasonable hour.

### **13. Non-profit organisation**

13.1 The assets and income of DUPA Inc shall be applied solely in furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the members of the organisation except as bona-fide compensation for services rendered or expenses incurred on behalf of the organisation.

13.2 Where no fees are charged for dance circle events and contributions are voluntarily made towards dance costs; official records are not required.

### **14. Insurance**

14.1 The Coordinating Committee will maintain liability insurance for the association.

14.2 Activities run by a mentored or supervised dance leader who is “current in dues” to DUPA Inc and which comprise 50% or more dances and or walks are covered by the liability insurance policy.

### **15. Funds—source**

15.1 The funds of the association are to be derived from membership fees and annual subscriptions of members, donations and, subject to any resolution passed by the association in general meeting, such other sources as the Coordinating Committee determines.

15.2 All money received by the association must be deposited as soon as practicable and without deduction to the credit of the association’s bank account.

15.3 The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

## 16. Funds—management

16.1 Subject to any resolution passed by the association in general meeting, the funds of the DUPA Inc are to be used in pursuance of the objects of the association in such manner as the Coordinating Committee determines.

16.2 All financial accounts in the name of DUPA Inc shall be maintained by the person designated as treasurer or where the treasurer is not available a person specifically appointed by the Coordinating Committee to act on the treasurer's behalf.

16.3 The treasurer will present progressive financial reports at all Coordinating Committee meetings and these will be available to members on request.

16.4 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by **two** (2) members of the Coordinating Committee, or specifically designated sub-committee; one of which must whenever possible be the treasurer.

16.5 The Coordinating Committee will prepare **Financial Guidelines** for DUPA Inc to ensure committee resolutions regarding financial matters are documented and passed on to subsequent committees. The Guidelines will include:

- (a) Establishment and operation of bank and all other types of savings, cheque and investment accounts,
- (b) Signing of cheques and other withdrawal procedures for DUPA Inc accounts,
- (c) Threshold for payment of accounts by the treasurer without prior consent of the committee,
- (d) Opening and operational criteria for special purpose funds, such as the Fattah Fund, and
- (e) Any other financial matters the committee determines appropriate.

## 17. Winding up

17.1 DUPA Inc may be wound up only after a Special General Meeting called expressly to discuss the issue, agrees to wind up the affairs of DUPA Inc.

17.2 In the event of DUPA Inc being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with similar purposes which is not carried on for the profit or gain of its individual members.

## 18. Financial Year

18.1 The financial year for DUPA Inc will correspond to the calendar year (1<sup>st</sup> Jan to 31<sup>st</sup> Dec).

## 19. Alteration of objects and rules

19.1 The statement of objects and the rules of DUPA Inc may be altered, rescinded or added to only by a special resolution of the association.

## 20. Service of notices

20.1 For the purpose of these rules, a notice may be served on or given to a person:

- (a) by delivering it to the person personally, or
- (b) by sending it by pre-paid post to the address of the person, or

- (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.

20.2 For the purpose of these rules, a notice is taken, unless the contrary is proved, to have been given or served:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

## 21. Electronic meetings

22.1 The Coordinating Committee will prepare **Guidelines** for holding, conducting and recording meetings by electronic means. (ie zoom meeting)

## Part E: Terminology

### 22. Definitions

22.1 Terminology used in these rules:

- (a) a reference to a **function** includes a reference to a power, authority and duty, and
- (b) a reference to the **exercise of a function** includes, if the function is a duty, a reference to the performance of the duty.
- (c) The following terms have specific meanings shown below:

<b>Commissioner</b>	the Commissioner of the Department of Fair Trading
<b>committee</b>	the Coordinating Committee or delegated sub-committee of the Dances of Universal Peace Australia Incorporated
<b>current in dues</b>	the annual membership fee for the current financial year has been paid in full
<b>membership secretary</b>	a person elected by members at the AGM or appointed by the Coordinating Committee with delegated authority to maintain the registry of members and co-ordinate activities where the members of the association need to be contacted
<b>ordinary member</b>	a member of the Coordinating Committee who is not an office-bearer of the association, as referred to in <a href="#">clause 6.3(c)</a>
<b>principal place of administration of the association</b>	this may be the residence of the Public Officer, the secretary or the membership secretary or other location as determined by the Coordinating Committee.

<b>secretary</b>	the person holding office under these rules as secretary of the association, or if no such person holds that office – the public officer of the association.
<b>special general meeting</b>	a general meeting of the association other than an annual general meeting
<b>the Act</b>	the <i>Associations Incorporation Act 1984 (NSW)</i>
<b>the Regulation</b>	the <i>Associations Incorporation Regulation 1999</i>

## 22.2 Terms used by the Dances of Universal Peace Australia

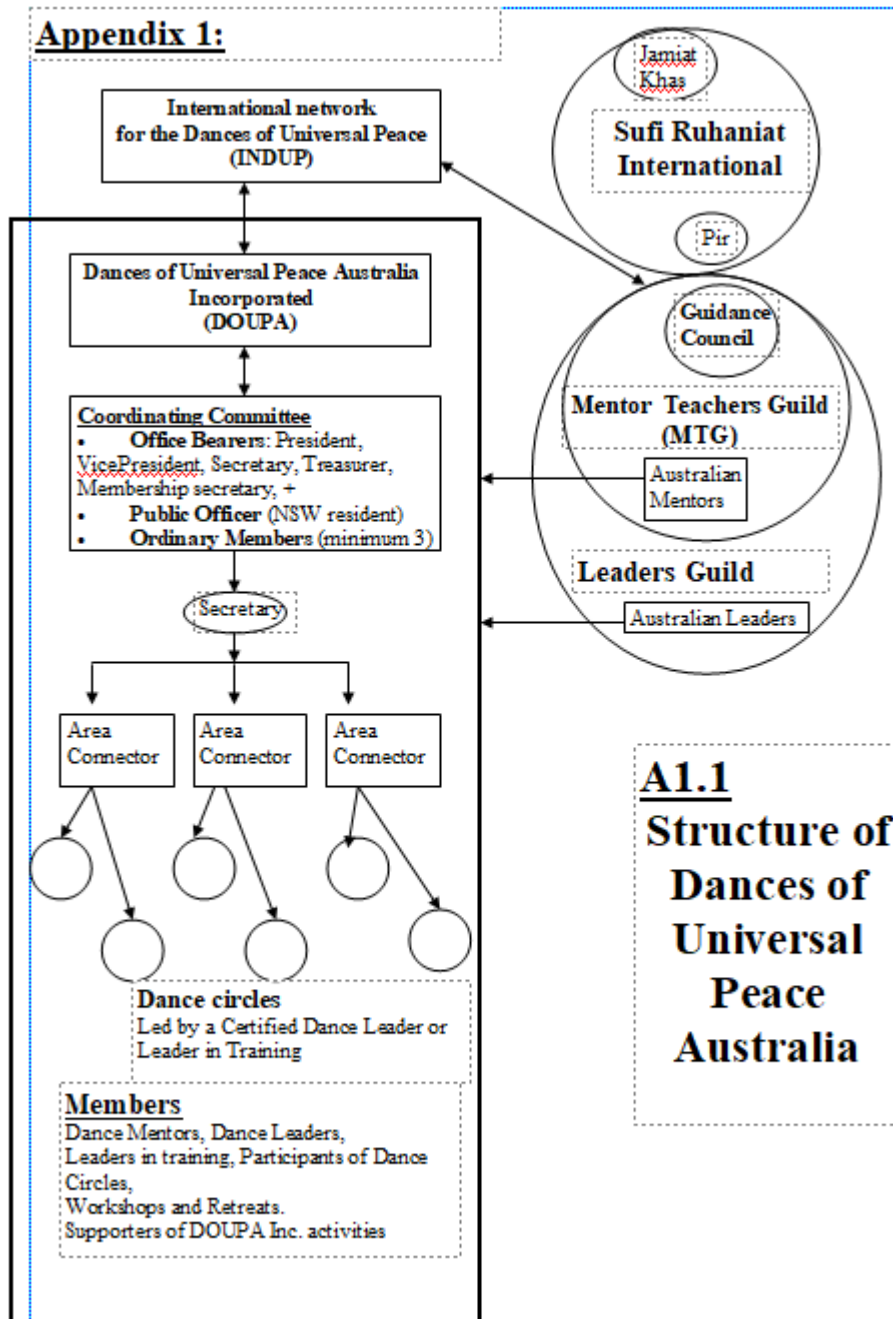
### (a) “Dances of Universal Peace”

“The Dances are simple, meditative, joyous, multi-cultural, circle dances that use sacred phrases, chants, music, and movements from the many traditions of the earth to touch the spiritual essence within ourselves and others. Based on the work begun in the late 60's by [Murshid Samuel L. Lewis](#), they promote peace and integration within individuals and groups worldwide. There are neither performers nor audience - new arrivals and old hands form the circle together, no prior experience is necessary!”

Information from the Sufi Ruhaniat International website March 2006  
(<http://www.ruhaniat.org/about/dup.php>)

<b>Area Connectors</b>	representatives from areas where regular dance circles are held, who facilitate communication and distribute information on behalf of the Coordinating Committee
<b>Dance Circles</b>	are based around a dance leader, dance leader-in-training or individuals skilled and willing to share dances experienced, who are current in dues to DUPA.
<b>Dance Leader</b>	is a member of DUPA Inc who is mentored or supervised by a Dance Leader who is certified by the <a href="#">Mentor Teachers Guild</a> of INDUP
<b>Dance Leader Certification</b>	is available through the <a href="#">Mentor Teachers Guild</a>
<b>Dance Mentor</b>	is a member of the <a href="#">Mentor Teachers Guild</a>
<b>New Member Information Package</b>	Package of information to be prepared for new members – information about the Dances, DUPA Inc, activity schedule, area contacts, mediation guidelines, etc
<b>Coordinating Committee</b>	Committee appointed at AGM to conduct business and manage affairs of the DUPA Inc on behalf of the members

# Appendix



## A1.2 Functions of related organisations

### 1) The Origin of the Dances of Universal Peace

- (a) (a) Dances of Universal Peace are based upon the work initiated by Samuel L Lewis (Sufi Ahmed Murad Chisti, 1896 – 1971), and his vision of the possibility of peace when people 'eat , dance, and pray together.'
- (b) Samuel Lewis also birthed a rich body of work involving sacred walking practices: which includes: Walks of the Elements, the Body Centres, the Divine Attributes; Astrological Walks and the Tasawwuri Walks.
- (b) Dances of Universal Peace include the sacred walking practices created by Samuel Lewis and his students.
- (c) The Ruhaniat has given permission for the Dance Network to represent the Dances of Universal Peace and Walking Meditations as a tax-exempt, public benefit non-profit organization for the purposes of outreach, publishing, communication and raising donations, as long as the Network fulfils its mission statement (as stated in the INDUP Handbook).

### 1) International Network for the Dances of Universal Peace (INDUP)

- (a) The inter-linked hearts of Dancers all around the world is the International Network.
- (b) INDUP is the co-ordinating hub that links the many dance circles worldwide. They maintain a registry of dance leaders and networkers, publish newsletters, sponsor dance events and workshops.
- (c) **Dance Leader certification**  
Information for Dance leader training and certification is available through the affiliated [Mentor Teachers Guild](#).
- (d) **International Council**  
An International Council sets policies and coordinates information and activities among the Regional Networks. It develops and implements proposals regarding regional protocol, logo use, web policies, the Journal, membership directory, special projects, outreach, and international conferences.
- (e) **Regional Networks**
- i. INDUP recognises Regional Networks that meet the following criteria:
    - Dance circles occur on a regular basis;
    - A Mentor Teacher Guild leader lives in the region;
    - A team of at least three people are involved in the organisational structure;
    - Regional INDUP finances are kept in a separate bank account with regular financial reporting to all members within the region.
  - ii. Regions handle all of their regional affairs and operate within the context of INDUP's organisational umbrella. They
    - abide by all network policies and protocols (like logo use and leader referrals);
    - are financially independent from INDUP;
    - contribute financially to INDUP;
    - are represented on the International Council.



- (f) The International Network and all of its Regions agree to refer to and publicise only the Dance leaders whose names appear on a list provided by the Mentor Teacher Guild.

## 2) The Mentor Teacher Guild

- (a) The Mentor Teachers Guild (MTG) of the Dances of Universal Peace has been empowered to nurture the certification, training and transmission of the Dances and Walks.
- (b) The MTG consists of senior teachers of the Dances, from various Sufi orders and other world spiritual lineages, who agree to take personal responsibility for the Dance and Walk transmission and to work cooperatively according to the various guidelines and "way of working" agreements of the MTG (as published in the MTG Certification Packet).
- (a) The MTG works together with the International Network for the Dances of Universal Peace on issues that concern both the legal and transmission side of the Dances and Walks. These include collaboration on publications, teacher referral, and events devoted specifically to the training of teachers. Other understandings between INDUP and the MTG are detailed in the INDUP Hand book (under "Understandings with the MTG").
- (b) The MTG provides the International Network with leader referral information, determines what constitutes a Dance of Universal Peace, approves Dance publications, coordinates archiving, and is responsible for mentoring and the certification process.

### A1.3 Ethical Guidelines

- (a) The Mentor Teachers Guild of the Dances and the International Network for the Dances of Universal Peace have articulated ethical guidelines for teachers.
- (b) A full copy of these guidelines is available from any certified leader, the INDUP website or the office of the International Network for the Dances of Universal Peace.

### A1.4 Related websites and resources

#### (a) Dances of Universal Peace

- International Network for the Dances of Universal Peace (Peaceworks Inc)  
<http://www.DancesofUniversalPeace.org>
- <https://www.dancesofuniversalpeaceaustralia.org>
- Sufi Ruhaniat International  
<http://www.ruhaniat.org>

#### (b) NSW and Australian Government Information

- NSW Associations Incorporation Act (1984)  
<http://www.legislation.nsw.gov.au/fullhtml/inforce/act+143+1984+FIRST+0+N>
- NSW Dept of Fair Trading – Associations  
<http://www.fairtrading.nsw.gov.au/business/associations.html>
- ASIC  
<http://www.asic.gov.au/asic/asic.nsf>

# Conflict Resolution and Mediation

*Dances of Universal Peace Australia Developed: June 2016. Version 0.4 Page 3 of 3*

*addenda at end of document (1/12/18)*

**Purpose:** To provide Dances of Universal Peace Australia members a guideline and process for conflict resolution and mediation.

Conflict resolution and mediation will be undertaken in alignment with Dances of Universal Peace Mediation Guidelines, Mentor Teachers Guild protocols and in accordance with the Ethical Guidelines as prepared by INDUP.

## **Code of Conduct:**

At every event conducted by Dances of Universal Peace Australia members have a right to:  Feel safe

Be treated with respect

Be in an environment free from abusive language, behaviour and harassment  Be in an environment that is respectful and tolerant of diverse beliefs and views  Be treated fairly and with decency

Have confidential and personal information respected

Be in a smoke, alcohol and drug free environment

## **Process for Conflict and Dispute Resolution**

o Step 1: all members are encouraged to try to address their complaint or grievance directly with the person with whom they have the difficulty in the first instance. If the situation cannot be resolved at this point;

o Step 2: the person with the unresolved complaint or grievance should raise the matter with their mentor. If the situation cannot be resolved at this point;

o Step 3: the person with the unresolved complaint or grievance should raise the matter with the nominated Dances of Universal Peace Australia mediator to ask for their mediation assistance

o Step 4: The Dances of Universal Peace Australia mediator may attempt to counsel the person regarding options of how to resolve the complaint or grievance directly or may suggest a formal mediation process. The Dances of Universal Peace Australia mediator may also suggest involvement of other key parties (i.e. mentor or president etc.) if appropriate.

o Step 5: If formal mediation is required for resolution the Dances of Universal Peace Australia mediator will facilitate the mediation process according to the following guidelines.

**What is mediation:** Mediation is the guided negotiation of a dispute between two or more participants.

In mediation, the people in dispute (participants) meet with an unbiased, independent person (the mediator) to try to resolve their problems in a confidential and safe atmosphere. This meeting may be in person or via an alternate communication method (i.e. phone, skype etc.). Wherever possible, attempts will be made for mediation meetings to be held in person. The mediator controls the process, but the participants decide on any outcomes that are agreed.

**How does mediation work:** Mediation is designed to create a level playing field for all participants. It is part of the mediator's job to:

\*protect each of the participants in the process

\*make sure each participant can understand the issues

\* make sure the participants understand the available options and the pros and cons of each option

\*make sure all the participants have a say, and

\*make sure that one participant is not taking advantage of another

Everything said in mediation is confidential unless it is specifically agreed otherwise before the mediation begins. The mediator will tell you at the start what they cannot keep confidential – e.g. something that is legally reportable

The mediator or any of the participants can end a mediation meeting at any time if they think it is no longer a useful process.



**The role of the mediator:**

The mediator controls the process (although this can be flexible and the participants can provide input into this), while the participants control any outcomes of the process, including the resolution of their own dispute.

The mediator:

- \* facilitates communication (which should be respectful and constructive) □
- \* promotes understanding
- \* assists the participants to identify their needs, interests and the issues in dispute □
- \* encourages participants to use 'I' statements and non-judgemental, non-violent communication
- \* helps the participants explore the important issues and their present and future needs without dwelling on who was right or wrong
- \* helps the participants with options, alternatives and decisions about the future □
- \* uses creative problem solving techniques to help the participants reach their own agreement
- \* supports moments of silence during the mediation process

**Preparing for Mediation**

**For participants:** When you are preparing, think about:

- \* what is the conflict really about
- \* what are my needs and fears in relation to the conflict
- \* how can I communicate my thoughts and feeling clearly using 'I' statements □
- \* what could I compromise on if it meant that the dispute would be resolved

Participants should:

- \* understand that non-judgemental and non-violent verbal and body language should only be used
- \* respect the importance of listening without interruption, showing respect for each other's feelings and thoughts
- \* speak with sincerity and mindfulness, taking time to find the words to clearly express themselves
- \* enter the mediation space with the intention of resolving the conflict and with respect for the process and each other

**For the mediator:** Usually the mediator contacts each participant separately to: □

- \* outline the process for the mediation and their role as a mediator
- \* talk about confidentiality and explain any limits on confidentiality
- \* explain how the mediation session will be scheduled- when and how (i.e. in person, via phone etc.)
- \* explain how mediation can be suspended or terminated Dances of Universal Peace Australia

### **During Mediation**

The mediator will include the invocation by Hazrat Inayat Khan as embraced by Dances of Universal Peace.

Usually, the mediator speaks briefly with the participants separately and then brings them together to:

- \* give participants a chance to explain their side of the dispute, and
- \* guide participants through discussions about the issues

The mediator will not:

- \* provide formal advice
- \* pressure a participant to accept any proposed outcome
- \* pressure a participant to make any particular decision

### **After Mediation**

Usually each participant will be offered the opportunity to debrief with the mediator individually.

During this debrief the mediator will:

- \* Counsel each participant on how they can best achieve the resolution agreement through strategies of communication, behaviour and other personal development as appropriate. The mediator may suggest accessing other resources or services if relevant.
- \* May suggest a process for ongoing support and assistance
- \* Will listen to feedback the participant would like to provide on the mediation process

If the mediation process fails to resolve the conflict or grievance, the mediator will seek independent advice from a professional conflict resolution mediator or other suitably trained professional to support an achievable resolution with the approval of the Dances of Universal Peace Australia President. Each participant's mentor will be part of this process to assist in supporting an achievable resolution.

**Please note Adenda attached below**

## **Addenda to the DUPA Conflict Resolution and Mediation Document. 1/12/2018**

1. There will be 3 designated Mediators available to help resolve conflicts in accordance with the guidelines rather than just one. The purpose of having 3 mediators is firstly to have availability options, secondly for the purpose of allowing persons needing a mediator to choose the mediator they feel best suits their need, and thirdly to have a

choice if any of the mediators are not suitable because of a conflict of interest.

Designated Mediators as at 1/12/2018: Arjuna Ben Weiss, Heidi Brown Elana.

2. At the Annual Retreat, should any of these 3 not be attending, another suitable person will be designated so that there will be 3 mediators available during the retreat.

3. Some focus will be given to further developing mediation protocols and practices, possibly at workshop/s during the Annual Retreat and other suitable occasions eg online conferencing.

4. Mediators will peer support and consult with each other during and after mediation processes. This will enable new perspectives to be shared as well as debriefing.

NB – Adenda - Meeting – 1/12/2018 Anna Sophia Parker, Arjuna Weiss, Amrita Tranter, Margie Moore, Elana de Veaux

### **Adenda 1/12/2018**