

UKAP

United Kingdom Adult Producers

Contents

1. Definitions
2. Name of Association
3. Main objects
4. Membership
5. Subscriptions
6. Resignation, suspension and expulsion
7. Appointment and removal of Officers
8. Management of the Association
9. Confidentiality
10. Annual General Meeting
11. Extraordinary General Meeting
12. Quorum at meetings
13. Voting at meetings
14. Finance
15. Amendment of Rules
16. Dissolution
17. Breach of Rules
18. Miscellaneous matters

Schedule Annual Subscription charges

Rules of UKAP

The Association

1. Definitions

These definitions apply unless the context requires a different interpretation:

“Accounting Year”	Means the period of year beginning on 1st September the date to which the accounts of the Association will continue to be prepared;
“AGM”	Means Annual General Meeting of the Association
“Committee”	Means a committee or board consisting of Officers and Members elected / nominated to operate and manage the Association
"Confidential Information"	Means all information about the Association and the Members but does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances. It includes among other things: information about members, their personal contact information and businesses, methods of doing business, future plans and policies. It includes information about the Intellectual Property.
“EGM”	Means an Extraordinary General Meeting of the Association and includes any meeting other than an AGM.
"Intellectual Property"	Means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions.
"Member"	Means any person who is accepted as a

	member of the Association
"Membership"	Means membership of the Association as set out in the Rules.
"Officer(s)"	Means the officer(s) of the Association
"Rules"	Means the terms or bylaws of the Association and conditions as set out in this document.

2. The name of the Association is UKAP

3. Main objects

The objects of the Association are:

- 3.1. to actively promote the U.K. Adult Industry and all associated activities
- 3.2. to carry out whatever activities the Members may decide.
- 3.3. to strengthen the bonds between the Association and other associations working for similar purposes;
- 3.4. to support and organise various promotional events from time to time,
- 3.5. to apply any monies raised by the Association in furthering the objectives of the Association
- 3.6. We have an open door policy, Membership is open to all U.K. Producers & Performers and associated professions.
- 3.7. We speak to third parties as a group, Elected Representatives will voice the association's views.
- 3.8. No member can post on any forum or social media site on behalf of the association any comments which do not reflect the core values of the association or which are detrimental or may bring the association into disrepute
- 3.9. The Association has a policy Of Transparency and Openness with all and is not limited in any way.
- 3.10. The association has a commitment to share knowledge with its members

- 3.11. The association recommends it's members be fully compliant with current U.K. Legislation appertaining to the U.K. Adult Industry
- 3.12. The Association will actively Promote Performer welfare – Protection – Health Screening and STI Testing.
- 3.13. The association has a positive commitment to Protecting Children from potentially Harmful (Hard Core) Material in any form

4. Membership

- 4.1. Any person who is 18 years of age and is working in any capacity in the Adult Industry is eligible for Membership.
- 4.2. Membership shall be open to men and women, who are resident of The U.K andEuropean Union subject to approval.
- 4.3. Each Member agrees to comply with the Rules of the Associationand to promote and represent the interests and the objects of the Association especially in relation to action and intended action by any relevant U.K. authority
- 4.4. A Member cannot transfer Membership to any other person.
- 4.5. Any person may join the Association by confirming that he will comply with these Rules.

5. Subscriptions

- 5.1. Payment for Membership is for one year
- 5.2. A Member's annual subscription shall be such as the Members determine at the AGM or from time to time. Current subscription prices are set out in the Schedule.
- 5.3. Subscriptions are due on 1stSeptemberin every year for the period of 12 months following that date.
- 5.4. On joining, a subscription is payable for a full year, for the period from the joining date to the next subscription date.

6. Resignation, suspension and expulsion

- 6.1. A Member may resign from the Association by informing the Secretary in writing of his intention to do so. His resignation will take effect immediately.
- 6.2. The Committee has the power to:
 - 6.2.1 suspend (for a period not exceeding twelve months); or
 - 6.2.2 expel

Any Member who infringes any of these Rules or whose conduct, (in the Committee's opinion) is harmful to the good name of the Association or renders him unfit for Membership.

- 6.3. No Member shall be suspended or expelled without first being given the full opportunity of being heard and to defend himself before the Committee.
- 6.4. Suspension or expulsion shall not be permitted without a vote of at least 60 % of the members of the Committee.
- 6.5. A suspended member shall not be elected as an Officer nor be entitled to vote at any meeting.
- 6.6. If a Member chooses to resign or is suspended or expelled in accordance with this paragraph; no part of his subscription shall be refundable.

7. Appointment and removal of Officers

- 7.1. The Committee shall be made up of 6 members.
- 7.2. The Officers shall be:
 - 7.2.1 Chairman
 - 7.2.2 Secretary
 - 7.2.3 Treasurer
 - 7.2.4 Technical Officer (UKAP Webmaster)
 - 7.2.5 Social Officer
 - 7.2.6 Health & Safety Officer

- 7.3. Any Member may be a Committee member, nominate a member (including himself) and may vote to appoint a Committee member.
- 7.4. Office holders and committee members shall hold office for one year.
- 7.5. No office holder shall hold office for longer than 5 years.
- 7.6. Each office holder shall be appointed by a vote of the Committee.
- 7.7. To nominate a Committee member, a Member shall write to the Secretary and to each other Officer to state his wish and his nomination. He must do so at least 28 days before the Annual General Meeting. The Committee shall present that nomination at the annual general meeting.
- 7.8. At the annual general meeting, a vote shall be taken on the appointment to the Committee of each nominated Member. The Members polling the highest number of votes shall be appointed as Committee members. No Member shall vote for his own appointment.
- 7.9. An Officer may be removed by a vote to that effect at any meeting of the Association provided that an Officer specifically nominated by a Member may be removed only if that member votes in favour of the removal.

8. Management of the Association

- 8.1. Subject to a vote of the Members at an AGM or at an EGM, the management and control of the Association shall be vested in the Committee which shall meet as required to organise the Association
- 8.2. At each AGM at least one third of the members of the Committee shall retire and new members shall be appointed. The retiring members have a right to apply for re-election.
- 8.3. After completion of this agreement the members of the Committee and their principal duties will be:

The Chairman, will be responsible for creating the agenda for the meetings and general Running of the meetings

The Secretary will be responsible for Liaising with the Chair to plan meetings and ensuring the associations activities are in line with its objects

The Treasurer will be responsible for managing bank accounts and presenting regular reports on the organisation's financial position

A Committee Member will be responsible for all technical matters

A Committee Member will be responsible for website and technical related matters

- 8.4. The Committee's powers shall include, but not be limited to:
 - 8.4.1 Filling any vacancy on the Committee from existing Members until the next AGM;
 - 8.4.2 Appointing such sub-committees as they believe necessary. Any sub-committee so appointed shall be accountable to the Committee whose Officers shall, subject to a vote of the whole membership, be responsible for making final decisions;
 - 8.4.3 To retain and hold; property of the Association all sums of money coming into the Association and to deposit the funds into the bank account of the Association
 - 8.4.4 Investing sums of money in any prudent manner which the Committee reasonably thinks will benefit the Association
- 8.5. The quorum for the Committee meetings may be fixed from time to time by a decision of the Committee, but it must never be less than Three and unless otherwise fixed it is Three

9. Confidentiality

- 9.1. Each Member agrees and undertakes that he will not:
 - 9.1.1 Remove from Association's premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information except as may be necessary in the course of his work for the Association
 - 9.1.2 In respect of any part of the Confidential Information of the Association from today until the expiry of five years from the termination of this agreement, keep it secret and not divulge or make it known to anyone nor use it for the benefit of himself or any other person.

- 9.2. This paragraph does not apply to disclosure:
- 9.2.1 Made with the consent of the Officers of the or under the authority of the Committee or by order of the court.
 - 9.2.2 Of information or knowledge which comes into the public domain otherwise than by reason of his default.
 - 9.2.3 As may be necessary in the course of his work for the Association

10. Annual General Meeting

- 10.1. The AGM of the Association shall be held in November each year for the purpose of:
- 10.1.1 receiving the reports of the Committee and any sub-committees in relation to the Association's activities;
 - 10.1.2 receiving and if thought fit approving the accounts in respect of the preceding financial year;
 - 10.1.3 electing the Officers of the Association fixing the subscription charges for Membership, and
 - 10.1.4 dealing with any other general business of the Association
- 10.2. Each Member shall be entitled to receive 30days' notice of an AGM, specifying the date, time and place of the meeting, and the proposed agenda.
- 10.3. A Member may raise any matter at the AGM, provided that he has given 14days' notice to the Committee to that effect.

11. Extraordinary General Meetings

- 11.1. An EGM shall be convened by the Committee within 28 days of receipt by it of a direction by the majority of Officers or of a requisition signed by at least one fifth of the total Members of the Association
- 11.2. No EGM shall take place without giving 14 days' notice of the meeting to the Members.
- 11.3. The notice shall state the date, time and place as well as the purpose of the meeting.

12. Quorum at meetings

- 12.1. The quorum for AGM or EGM may be fixed from time to time by the Members, except that a quorum must never be less than 10, and unless otherwise fixed it is 10
- 12.2. Any AGM or EGM may proceed provided that at least 50 % of the Members constituting a quorum are present within half an hour of the time specified for the start of the meeting.

13. Voting at meetings

- 13.1. A Member who has paid a subscription for the current year may vote at an AGM or an EGM.
- 13.2. In the event of equality of votes for and against a matter, the chairman shall have a casting vote.
- 13.3. But this does not apply if, in accordance with the Rules, the chairman or other Member is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 13.4. Any vote to carry an amendment of the Rules shall be made by 75 % of the Members attending who are entitled to vote.
- 13.5. Except as provided in last previous sub paragraph, a vote shall be carried by a simple majority of those attending and entitled to vote.

14. Finance

- 14.1. The Accounting Year of the Association shall be from 1st September of each year.
- 14.2. The Association shall open a bank account in the name of the Association
- 14.3. All membership fees and incoming funds shall be deposited without deduction to the Association bank account.
- 14.4. All monies raised by or on behalf of the Association shall be applied to further the object of the Association and for no other purpose.
- 14.5. All cheques drawn from the Association's bank account shall be signed by the Chairman and the Treasurer, or by such other Officers as may be authorised by the Committee, ensuring that all cheques are signed

by two Officers, unless an approved Online payment is made where one of the authorised account users can action this payment;

- 14.6. The Treasurer shall keep proper accounts of the Association and shall furnish the same to the Committee.

15. Amendment of the Rules

- 15.1. These Rules may be amended or revoked by a resolution passed by a majority of Members present and voting at:

15.1.1 an EGM, or

15.1.2 an AGM (if the amendment or revocation is proposed by the Committee).

- 15.2. Any proposal to amend or revoke these Rules must be given in the notice to convene the meeting at which the change will be considered.

16. Dissolution

- 16.1. Association may be dissolved by a resolution passed by no less than 80 % of Members present and voting at an EGM convened for that purpose.

- 16.2. If the Members vote to dissolve the Association any surplus funds on the winding-up shall be distributed among the Members at the date of the vote to dissolve on a pro rata basis based on length of membership

OR

- 16.3. Any assets, money or funds remaining after the settling of any debts and liabilities shall be applied towards charitable purpose within The U.K. which has similar objects to those of the Association

17. Breach of the Rules

- 17.1. If any Member commits any material breach of his obligations under these Rules and fails to remedy the breach (if capable of remedy) within 30 days after being given notice in writing so to do by the Committee, then that Member shall be expelled from the Association

- 17.2. Any notice given to a Member in breach shall be without prejudice to any other claim or action against the defaulting Member.

18. Miscellaneous matters

- 18.1. Every Member undertakes to provide to the Association his current land address, e-mail address, telephone as often as they are changed together with all information that may be required to communicate with him.
- 18.2. In any case where any part or provision of this agreement is held to be unlawful, void or unenforceable, then that part or provision shall be deemed to be removed from this agreement so as to leave valid and enforceable the remainder of the agreement.
- 18.3. If the extent only, of any part or provision of this agreement is held to be unlawful, void or unenforceable, then that part or provision shall be deemed to be reduced so far as to permit it to become valid and enforceable without affecting the remainder of the agreement.
- 18.4. Any communication to be served on either party to the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

if sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. *[Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message]*

- 18.5. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 18.6. The validity, construction and performance of these Rules shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in [England and Wales / Scotland / Northern Ireland].

Schedule: Annual Subscription charges

Annual Subscriptions are to be £50:00 per Year