

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
PALESTINE SOLIDARITY CAMPAIGN LTD**

**DATE OF INCORPORATION**

**24 August 2004**

**COMPANY NUMBER**

**5213508**

# THE COMPANIES ACT 1985

## A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

### MEMORANDUM OF ASSOCIATION

#### OF

### PALESTINE SOLIDARITY CAMPAIGN LTD

1. The Name of the Company is "Palestine Solidarity Campaign Ltd".
2. The Registered Office of the Company will be situated in England.
3. The Company is established to campaign:
  - for the right of self-determination for the Palestinian people;
  - for the right of return of the Palestinian people;
  - for the immediate withdrawal of the Israeli state from the occupied territories.
  - against the oppression and dispossession suffered by the Palestinian people
  - in support of the rights of the Palestinian people and their struggle to achieve these rights
  - to promote Palestinian civil society in the interests of democratic rights and social justice
  - to oppose Israel's occupation and its aggression against neighbouring states
  - in opposition to racism, including anti-Jewish prejudice and the apartheid and Zionist nature of the Israeli state.
4. In the furtherance of the said objects but not otherwise the Company shall have the following powers:-
  - a) Provide regular information about the situation of the Palestinian people through its newsletter and/or other publications;
  - b) Provide speakers on the Palestinian situation for local branches, political groups, trade unions or other interested bodies;
  - c) Promote discussion in the media and respond to media coverage about the situation of the Palestinian people;
  - d) Encourage the building of links and contacts between organisations here and Palestinian organisations;
  - e) Organise and encourage visits to meet with Palestinian organisations and institutions;
  - f) Work with trade unions, women's groups, political parties, Palestinian community organisations, Black organisations, community organisations, cultural and progressive organisations.
  - g) To retain or employ professional or technical advisers or workers in connection with the objects of the Company and to pay reasonable and proper fees for their services (not being a member of its Committee of Management or Governing Body).
  - h) To establish, subsidise, promote, co-operate or federate with affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any association society or other body, corporate or unincorporate, established for charitable purposes only for the purpose of promoting any objects of the Company to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity.
  - i) Subject to the provisions of the Act to lease or in exchange, hire or otherwise acquire, and to hold, sell, lease or otherwise dispose of any real or personal property and any rights or

privileges which the Company may think necessary for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary for the work of the Company.

- j) Subject to the provisions of the said Act to take any gift of property, whether subject to any trust or not, for any one or more of the objects of the Company.
- k) To accept subscriptions and donations (whether of real or personal estate) and devises and bequests for all or any of the objects of the Company.
- l) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents required by law as may be thought expedient with a view to the promotion of its objects.
- m) To undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the Company and which the Company may lawfully undertake.
- n) To borrow or raise money for the objects of the Company on such terms and such security as may be thought fit, and whether by the creation and issue of debentures or debenture stock or otherwise.
- o) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
- p) To establish, promote, or assist any company or companies with objects all or any of which are similar to the objects of the Company for the purposes of acquiring all or any of the property, rights and liabilities of the Company or for the purpose of carrying on any activity which the Company is authorised to carry on or for any such purpose directly calculated to benefit this Company in the furtherance of its objects.
- q) To make any charitable donation either in cash or assets in furtherance of the primary objects of the Company.
- r) To grant pensions and retirement benefits to or for employees or former employees of the Company and to the widows, children and other dependants of deceased employees who are in necessitous circumstances; and to pay or subscribe to funds or schemes for the provision of pensions and retirement benefits for employees or former employees of the Company their widows, children and other dependants.
- s) To open and operate banking accounts and other facilities for banking, and draw, make, accept, endorse, negotiate, discount, and execute promissory notes, bills of exchange and other negotiable instruments.
- t) To purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the charitable associations, societies or bodies with which the Company is authorised to co-operate or federate.
- u) To pay out of funds of the Company the cost, charges and expenses of and incidental to the formation and registration of the Company.
- v) To do all such other lawful things which will further all the objects of the Company or any of them.

PROVIDED THAT

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

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the 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 members of the Company. Save as herein otherwise provided no member of its Committee of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

- a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Committee of Management or Governing Body) for any services rendered by the Company;
  - b) of interest on money lent by any member of the Company or of its Committee of Management or Governing Body at a rate per annum not exceeding 2% less than the Base rate prescribed for the time being by the Bank of England, or 3% whichever is the greater;
  - c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Committee of Management or Governing Body;
  - d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Committee of Management or Governing Body may be a member holding not more than 1/10 part of the capital of that company;
  - e) to any member of its Committee of Management or Governing Body of reasonable and proper out-of-pocket expenses;
  - f) to any member of the Committee of Management or Governing Body being a solicitor, accountant or other person engaged in any profession for all usual professional or other charges for work done by him/her or his/her firm when instructed by the Company so to act in that capacity on behalf of the Company.
6. The Company shall be independent of any political party, government or religious organisation.
  7. The Company is committed to an equal opportunities policy in all its activities which are to be pursued without regard to age, colour, disability, ethnic origin, gender, religious faith, sexual orientation and political affiliation.
  8. The liability of the members is limited.
  9. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while s/he is a member, or within one year after s/he ceases to be a member, for payment of the debts and liabilities of the Company contracted before s/he ceases to 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 to exceed £1.
  10. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other campaigning object.



# THE COMPANIES ACT 1985

## A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

### ARTICLES OF ASSOCIATION

#### OF

### PALESTINE SOLIDARITY CAMPAIGN LTD

#### INTERPRETATION

1. In these Articles the words standing in the first column set out below shall bear the meanings set opposite to them respectively in the second column, if not inconsistent with the subject or context:-

<b>Words</b>	<b>Meanings</b>
The Act	The Companies Act 1985
The Company	Palestine Solidarity Campaign Ltd
These Articles	These Articles of Association
The Co-ordinating Committee	The Directors for the time being of the Company
Month	Calendar month

Unless the contrary intention appears, words indicating the singular number shall include the plural number and vice versa, and words indicating persons shall include corporations.

Unless the context otherwise requires, and subject to the above provisions, words or expressions contained in these Articles shall bear the same meanings as in the Act, or any statutory modification in force at the date on which these Articles become binding on the Company.

#### OBJECTS

2. The Company (PSC) is established for the purposes expressed in the Memorandum of Association.

#### MEMBERS

##### 3. Membership

- a) The initial members will be the subscribers to the Memorandum of Association and the members of the unincorporated association, the Palestine Solidarity Campaign, at the date of incorporation of the Company;
- b) Membership of the PSC shall be open to all those who agree with the aims of the Campaign. Members may be full, affiliate, temporary or honorary.

- c) A full member shall be anyone who agrees with the Objectives of the PSC and has paid the necessary fee.
- d) A local branch.
- e) An affiliate member shall be anyone from an organisation affiliated to PSC. Affiliated organisations shall appoint one individual to represent and vote on its behalf at the Annual General Meeting (AGM) or Extraordinary General Meetings (EGM) of the PSC and attend the Co-ordinating Committee (CC).
- f) A temporary member shall be an individual member from abroad who is a member of a sister organization with the same objectives as PSC. Temporary Membership may be given by the CC.
- g) An honorary member is any person the AGM wishes to honour for services to the PSC and or Palestine.
- h) Admission to and, where necessary termination of membership and the issuing of invitations to sponsors will be the responsibility of the CC. The CC may, by a two thirds majority, terminate the membership of an individual member, local branch or affiliated organisation found to have breached the constitution, subject to appeal at the next AGM, or at an EGM convened for that purpose.
- i) A member may resign from the Company in writing posted to or left at the registered office of the Company.

## **GOVERNANCE**

### **4. Annual General Meetings and Extraordinary General Meetings**

- a) Annual General Meeting (AGM) shall be open to all members which shall be the policy making body of the PSC.
- b) The Company shall hold an Annual General Meeting within 18 months of incorporation and subsequently once in each calendar year. Not more than 15 months shall elapse between the date of one Annual General Meeting and the next.
- c) The Agenda of the AGM shall include:
  - (i) The presentation of an Annual Plan for the coming year;
  - (ii) Report of the work of the EC since the last AGM;
  - (iii) The presentation of Accounts;
  - (iv) Membership and affiliation report;
  - (v) Motions submitted by members, affiliates, local branches, the CC or EC.
  - (vi) The election of Chairperson, Vice Chairperson, Secretary, Treasurer and such other posts as are recommended by the CC or EC.
  - (vii) A motion may be submitted by a member, affiliate, local branch, the CC or EC proposing that the accounts are audited or independently examined.
  - (viii) If a motion is passed that the accounts are audited or independently examined, the election of auditors or independent examiners.
- d) An Emergency General Meeting (EGM) shall be called with no less than 14 days notice. The CC or the EC may convene an Extraordinary General Meeting whenever it thinks fit. The EC shall also convene an Extraordinary General Meeting on receiving a requisition to that effect, signed by 20 Full members or more having the right to attend and vote at General meetings. In default, the requisitionists may convene an Extraordinary General Meeting in accordance with section 368 of the Act.

### **5. Notice of General Meetings**

- a) An Annual General Meeting and a General Meeting called to pass a Special Resolution shall be called by at least 21 days notice in writing. Any other General Meetings shall be called by at least 14 days notice in writing. However a General Meeting may be called by shorter notice if it is so agreed:-
- b) in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting; and
- c) in the case of any General Meeting by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent not less than 95% of the total voting rights at that meeting of the members.

- d) Notice shall be exclusive of the day on which it is served and of the day of the meeting.
- e) A notice in writing may be made by email or post.
- f) The accidental omission to give notice to, or the non receipt of notice by, any person entitled to receive notice of a General Meeting shall not invalidate the proceedings at that meeting.
- g) Contents of notice  
Every notice calling a General Meeting shall specify the place, day and time of the meeting, and in the case of an Annual General Meeting, the notice shall specify the meeting as such. If an Extraordinary or Special Resolution is to be proposed, the notice shall contain a statement to that effect. If any business other than Routine Business is to be transacted at an Annual General Meeting the notice shall specify the general nature of that business.

## **6. Proceedings At General Meetings**

- a) The Chairperson shall preside at every General Meeting. If there is no Chairperson, or Vice Chairperson or if he or she is not present within 15 minutes of the time appointed for holding the meeting, or is unwilling to preside, the members present shall choose a member of the Co-ordinating Committee to preside. If no member of the Co-ordinating Committee is present, or if all the members of the Co-ordinating Committee decline to take the Chair, the members present shall appoint one of their number to preside.
- b) No business shall be transacted at any General Meeting unless a quorum of members is present when the meeting proceeds to business. A quorum shall consist of 20 of the membership having a right to attend and vote at that meeting.

If a quorum is not present within 30 minutes from the time appointed for holding a General Meeting, it shall be dissolved if it was convened on the requisition of members. In any other case, the meeting shall be adjourned to such day, time and place as the Executive Committee shall think fit. If a quorum is not present at the adjourned meeting within 30 minutes from the time appointed for holding the meeting the members present shall be a quorum.

- c) No business may be conducted if the quorum, when challenged, fails to meet the required number.
- d) The Chairperson of the meeting may, with the consent of any meeting at which a quorum is present (and shall if directed by the meeting), adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- e) At every General Meeting every member shall have one vote.

## **COMMITTEES**

### **7. Co-ordinating Committee**

- a) The Co-ordinating Committee (CC) shall be accountable to the membership for implementation of AGM decisions.
- b) The CC shall be responsible to the membership for the proper management of the affairs of the PSC.
- c) The CC shall not meet less than once every three months.
- d) The CC shall be elected at the AGM and shall consist of:
  - (i) Chairperson, Vice Chairperson, Secretary, Treasurer.
  - (ii) Publications Co-ordinator, Student Liaison Officer, Trade Union Liaison Officer, Campaigns Co-ordinator. and such additional posts as may be determined from time to time by the AGM.

- (iii) One delegate from each PSC Branch elected locally.
- (iv) One delegate from each affiliated national organisation.
- (v) The CC may co-opt members to the CC.
- e) CC members who fail to attend two consecutive CC meetings, without good reason will be deemed to have resigned.
- f) The quorum for the CC is one third of its membership
- g) All CC members shall act in an honorary capacity.
- h) The CC may from time to time establish sub-committees and shall determine their terms of reference, powers, duration and composition. All acts and proceedings of sub committees shall be reported back to the CC.

#### **8. Executive Committee**

- a) The Executive Committee shall consist of the following CC Members: Chairperson, Vice Chairperson, Secretary, Treasurer, Publications Co-ordinator, Student Liaison Officer, Trade Union Liaison Officer, Campaigns Co-ordinator and such other members as are elected at the AGM.
- b) The Executive Committee (EC) shall not meet less than ten times a year.
- c) The CC may create additional EC posts. The functions of any additional EC Members shall be agreed by the Co-ordinating Committee.
- d) Normally no person shall hold more than one Executive post.

#### **9. Elections**

- a) The CC shall elect a Returning Officer who will supervise the conduct of the elections.
- b) Each member shall have one vote.
- c) Nominations shall open 28 days before the date of the AGM
- d) Nominations shall close 7 days before the date of the AGM.
- e) All candidates may submit a statement of 100 words.
- f) The Election Regulations shall be made by the CC and shall include advertisement of elections, receipt of nominations, confirmation of eligibility of candidature, publication of candidature, candidature publicity, the election and counting of votes; procedure in the event of a disputed election; procedure for electing candidates to posts for which no nominations have been received.
- g) Elections to the CC shall be for one year.

#### **10. Finance**

- a) The PSC is responsible for ensuring that funds provided to it are used only in accordance with its practices and precepts and with legal requirements.
- b) The CC is required to:
  - (i) ensure that accounts and accounting records are kept, and that accounting information, in accordance with normal professional accounting principles is prepared.
  - (ii) ensure the preparation of annual accounts
  - (iii) ensure that a normal system of internal financial management and control is maintained.
  - (iv) plan and conduct its financial affairs so as to ensure that its total income is at least sufficient, taking one year with another, to meet its total expenditure and that its financial solvency is maintained.
  - (v) determine guidelines for the financial management of PSC;
  - (vi) take responsibility for the determination of the pay, terms and conditions of service of any staff employed by PSC.
  - (vii) Independent examiners or auditors may be appointed by the AGM.

#### **11. Local Branches**

- a) The CC shall have the power to grant permission for the formation of local branches.
- b) Local branches are separate organisations from the Company. They are not subsidiaries of the Company.
- c) Each branch so established shall comply with the Branch Constitution and Branch Code of Practice and any subsequent amendments that may from time to time be passed.

- d) Subject to the Branch Constitution and Branch Code of Practice, the Branch will manage its own affairs and shall be solely responsible for its own debt and liabilities and shall not pledge the credit of the PSC or that of the CC or its individual members.

## **12. PSC Regulations**

- a) The CC shall make provision for regulations governing the following PSC activities:
  - (i) EC Members of the PSC, including Terms of Reference and Job Descriptions for EC Members, Disciplinary Procedure for EC of the PSC, openness and accountability of the Executive and a code of Practice for CC Members.
  - (ii) Elections
  - (iii) Standing Orders for Co-ordinating Committee meetings
  - (iv) Branch Regulations
  - (v) Incorporated Bodies Guidelines
  - (vi) Financial Regulation
  - (vii) PSC procedures for compliance with EU and UK legislation.Nothing in the Regulations shall be contradictory to the meaning and interpretation of the Constitution.

## **13. Amendments**

- a) This Constitution may be amended by a resolution of the AGM passed by a two thirds majority of those present and voting in favour.
- b) The regulations may be amended by the CC with a majority present voting in favour.

## **14. Interpretation**

- a) In the event of any unresolved dispute arising over the interpretation of the constitution the matter shall be referred to the CC who shall make a ruling.

## **15. Affiliation**

- a) The PSC shall not affiliate to any body that has not been approved by the AGM.

## **16. Winding Up**

Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have the effect as if its provisions were repeated in these Articles.

