

Constitution of Embargoed!

MISSION AND PURPOSE

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Embargoed! Mission and Purpose

Embargoed! is an independent human rights group campaigning for the immediate and unconditional end to all embargoes against North Cyprus. It was launched on 4 March 2005 and aims to play an active role in raising awareness about the isolation of North Cyprus and lobbying world leaders and institutions to restore the fundamental political, economic and social rights of Turkish Cypriots.

The group is a non-profit membership association limited by Guarantee with UK company registration number 05433072.

People

Embargoed! was established in London – the home of the largest diaspora of Turkish Cypriots outside Cyprus – in September 2004. It is a multi-ethnic group attracting a diverse range of people from various social and professional backgrounds that have joined forces to campaign against the isolation of North Cyprus and its citizens.

Together, Embargoed! members form a community of human rights activists that are committed to positive, peaceful actions to secure justice for Turkish Cypriots by restoring their fundamental rights.

Core Values and Methods

Human rights are everybody's right!

Embargoed! believes that an embargo-free life is the fundamental right of every human being regardless of their political stance.

Although the group does not advocate any specific political solution, Embargoed! does believe that helping the people of North Cyprus to secure their basic rights will pave the way for a fair and lasting political settlement in Cyprus, where both sides are free to make decisions about their future.

The group uses all possible channels to mobilise non-violent action and support for its campaign to lobby governments, intergovernmental organisations, political groups and representatives, non-governmental organisations and community groups until they end the unjust isolation imposed on the people of North Cyprus.

Embargoed! is politically non-aligned, which means it remains independent of all other groups and political parties. The organisation is open to working with all groups and individuals that share its peaceful aims to end the embargoes against North Cyprus and whose actions and/or political stance would not compromise Embargoed!'s independence and/or its integrity.

**THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION OF EMBARGOED! UK LIMITED

1. NAME

The name of the Company (hereinafter called “The Association”) is Embargoed!

2. ADDRESS

The registered office of The Association is situated in England, at Suite 205, 14 Tottenham Court Road, London W1T1JY.

3. ADMINISTRATION

Subject to matters set out below, Embargoed! and its property shall be administered and managed in accordance with this Constitution which is the Memorandum of Association and Articles of Association by the members of the Executive Council (EC).

4. OBJECTS

The objects for which The Association is established, all in compliance with the law, rules and regulations, are:

To bring an immediate and unconditional end to all embargoes against North Cyprus and Turkish Cypriot people by:

- i) Raising awareness and mobilising Turkish Cypriots and others to campaign for the immediate and unconditional end to all embargoes
- ii) Pushing the embargo issue higher up the international political agenda
- iii) Creating a momentum of action that results in the embargoes being challenged and ultimately removed by those bodies and organisations that currently enforce them

To do all other things as are incidental to the attainment or furtherance of the Objects.

5. CONSTITUTION SUPERSEDES

This Memorandum of Association and Articles of Association (hereinafter referred to as the Constitution) supersedes the constitution immediately in force before the Association became limited by guarantee.

Everything done under any previous constitution of the Association continues to have the same operation and effect after the adoption of this Memorandum and Articles of Association as if properly done under them.

6. INCOME

The income and property of The Association however derived, shall be applied solely towards the promotion of the Objects of The Association as set forth in this Constitution and no proportion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of The Association unless, hereinafter provided.

7. LIABILITY

The liability of the members and its elected officers is limited.

8. EXTENT OF LIABILITY

Every member of The Association undertakes to contribute to the assets of The Association up to and not exceeding £1.00 in the event of The Association being wound up during the time that the member is a corporate member, or within one year afterwards, for payment of the debts and liabilities of The Association contracted before the time at which the member ceases to be a member.

9. WINDING UP

If upon winding up or dissolution of The Association there remains, after the satisfaction of all its debts and liabilities, any property or assets the same shall be given or transferred to some other charity organisations registered in the UK, such beneficiary to be determined by the members of the final general meeting.

10. ACCOUNTS

True accounts shall be kept of the sums of money received and expended by The Association, and the matters in respect of which such receipts and expenditures take place, and of the property, credits and liabilities of The Association.

Receipts, expenditure, accounts

The funds of the association, including all donations contributions and bequests, shall be paid into an account operated (“The Association Fund”) by the Executive Council (EC) in the name of The Association at such bank as the EC shall from time to time decide. All cheques drawn on the account must be signed by at least two members of the EC.

The funds belonging to the Association, including interest and income derived, shall be applied only in furthering the Objects.

The EC shall comply with their obligations to:

- Keep accounting records for The Association;
- Prepare the annual statements of account for The Association;
- Ensure any allocation of funds or property will be made in accordance with the established Objects of the organisation and not influenced by the preference of the donor;
- Take reasonable steps to ensure the account only receives money or property that it is entitled to and from bona fide sources;
- Operate The Association account on a non-profit basis.

11. AMENDMENT OF THE CONSTITUTION

The Constitution of The Association may be altered, rescinded or repealed and a new constitution made by The Association at an Annual General Meeting in the manner prescribed by the Law and this Constitution.

We, the Interim Executive Committee of The Association confirm that the terms Memorandum of Association to be true and to the best interests of The Association.

Name: Bulent Osman
Signed – Chairperson.....

Name: Ipek Hamit
Signed – Secretary.....

Name: Zeki Mehmet
Signed – Treasurer.....

ARTICLES OF ASSOCIATION

The Association is established for the purposes expressed in The Memorandum.

1. MEMBERSHIP

Membership of The Association shall be potentially open to all persons that formally agree to the purpose and Constitution of Embargoed! This includes:

- Any person over the age of 16 years committed to furthering the group's objectives and who has paid the annual subscription laid down at the Annual General Meeting (AGM) by the Executive Council (EC);
- Any association (corporate or unincorporated), which is interested in furthering the association's work and has paid the annual subscription laid down at the AGM by the EC (any such body being called in this Constitution a "member organisation").

Every member or member organisation shall have one vote.

Each member organisation shall appoint an individual to represent it and to vote on its behalf, and may appoint an alternate to replace its appointed representative if the appointed representative is unable to attend.

The first members of The Association are the signatories to the memorandum of association and these articles and every person who at the date of incorporation of The Association had paid an annual membership subscription fee to, and was a member of, the unincorporated association known as Embargoed! referred to in the Objects of The Memorandum of Association, and who, on or before 18 April 2005 or during such extended period as the EC may determine, signs and delivers to the Secretary of The Association the form of membership prescribed by the EC.

Where a member takes up a position as an employee of the Association, s/he has no voting rights on matters where there is a conflict of interest and is ineligible to stand for election for a position on the Executive Council.

2. DUTIES OF MEMBERS

Every member shall be bound:

- a) To further to the best of his/her ability and judgement, the purposes, interests and influence of The Association
- b) To observe the provisions of the Constitution of The Association
- c) To pay, at the times and in the manners prescribed, such fees, subscription and other dues as shall be defined by the Articles of Association.

3. TERMINATION OF MEMBERSHIP

Any member whose subscription has lapsed by one month will receive a reminder. The person's membership will cease unless a payment is received by the next General Meeting. At every General Meeting, the Secretary will provide members with a list of persons whose membership has ceased and the reasons.

Membership of those persons who lost their membership due to non-payment of fees will be reinstated provided that all arrears of membership fees are paid.

If the conduct of any member is in the opinion of the EC injurious to the Objects of The Association or objectionable in any respect, that member may be required by the EC to resign. If s/he does not resign within one week, the member may (after s/he has been given the opportunity to justify or explain his/her conduct in person if requested) be expelled by a closed ballot of the EC of a majority of two thirds, after which point s/he then ceases to be a member of The Association and all sums that have been paid by the member are forfeited.

A member expelled under these articles may appeal by giving written notice of appeal to the Secretary of the EC within 10 days from the posting of the notice of expulsion. The expelled member who wishes to appeal may request to make further submissions oral and/or in writing to the EC. Upon receipt of a notice of appeal, a meeting of the EC must be convened within 14 days and, if that meeting passes a resolution by a majority of two thirds rescinding the expulsion then the member must be reinstated as from the date of the decision.

Any member expelled in accordance with these articles, or otherwise ceasing to be a member of The Association, forfeits all right to or claim upon The Association or its property or funds or any return of fees paid and remains liable for any outstanding fees or charges due from her/him at the date of expulsion or cessation.

A member may, by notice in writing to the Secretary, resign his membership of The Association after payment of all sums due from him/her in respect of subscriptions or otherwise. Such persons shall not be eligible to apply for membership for at least 6 months after the date of his notice of resignation unless a resolution by two thirds majority is passed by the next meeting of the EC at the next meeting to re-instate the member concerned.

The name of any member who ceases to be a member of The Association howsoever removed in accordance with this Constitution shall be removed from the register of members.

Members shall cease to be a member if s/he resigns, s/he fails to pay membership fees, s/he has been expelled in accordance with this Constitution, and/or s/he is excluded by resolution at a AGM or Extraordinary General Meeting (EGM).

4. SUBSCRIPTIONS

The EC will set the membership fee on an annual basis that is from year to year subscription fee and notify members 60 days before the changes take effect. Membership subscription fee (GBP):

- Individual – Resident in Australia, Canada, European Union, Japan, United States of America: £25
- Individual – Resident in rest of world*: £10
- Individual – Resident in rest of world, premium rate**: £20
- Senior Citizen/Unwaged/Student*: £10
- Corporate – All territories: £100

* All correspondence, including the bi-monthly Engage member newsletter, by email only

** Includes worldwide postage for bi-monthly Engage member newsletter

The membership rate is determined by the member's domicile or member organisation registered address.

Such subscriptions shall be paid in full at any time during the calendar year and will be renewable twelve months later.

A member is not entitled to vote at any meeting unless all subscriptions presently payable by the member in respect of membership have been paid.

5. SPECIAL PROVISIONS

The official language of The Association will be English and Turkish. Documents will be kept in either English, Turkish or both.

6. EXECUTIVE COUNCIL

The Executive Council (EC) shall consist of no more than 10 members. The EC is the governing body of Embargoed! and meets once a month, or more frequently should it be required. The purpose of the committee is to manage the group and its resources, including finances, in the most effective manner, in accordance with the Constitution and the laws of the land. The EC is ultimately responsible for the group's actions, and must ensure that Embargoed! and its members' focus and actions are those most likely to bring about the end of the embargoes against North Cyprus and its citizens.

The members of the EC will be persons admitted to membership in accordance with the Constitution.

The EC members, who are duty bound to promote the Objects of The Association, also agree to accept the powers and obligations of The Association as set out in this Constitution:

- To appoint any person to be attorney for The Association by Power of Attorney for the purposes with the powers, authorities and discretions vested in or exercisable by the EC for any period and subject to any conditions as they think fit.
- To oversee and supervise any decision-making through the AGMs and any EGMs.
- To draw up and oversee the Code of Conduct and Byelaws governing the behaviour of the EC and the members of The Association and, generally, all such matters as are commonly the subject matter of the Constitution. Any such Code or Byelaws must not be inconsistent with the Constitution.

The Association in General Meeting shall have power to alter or repeal the Code of Conduct or Byelaws and to make additions thereto provided, nevertheless, that no Code or Byelaws shall be inconsistent with, or shall affect or repeal anything contained in the Constitution.

The EC shall adopt such means as they deem sufficient to bring the notice of the members of the Association all such Codes or Byelaws, which so long as they shall be in force, shall be binding on all members of the Association.

- The appointment of honorary members who shall be a person that has made a significant contribution to the ideals, policies or work of The Association or who has demonstrated a commitment to the principles of The Association and whose special skills or attributes would significantly advance the interests of the Association. Any honorary member shall not be entitled to vote at any meeting of the EC or the members, nor shall s/he be liable for payment of any membership fee.

The quorum for EC meetings shall be 4 officers.

All members appointed to the EC will represent the interests of general membership.

The EC may appoint Committees as necessary to advise on particular issues. The terms of reference for each Committee shall be defined by the EC. Such Committees may not necessarily consist of purely EC members or members of the Association, but may draw upon external persons whose presence and involvement would add significant benefits to the Committee and its work. Any Committee set-up in this way shall continue to function unless and until it is dissolved by the current EC.

A Committee will consist of three or more persons.

A Committee may have powers delegated to it. These must be exercised in accordance with the directions of the EC. The EC may designate how Committee meetings are to be conducted, for example the quorum for meetings, which are expected to be conducted in a similar fashion to EC meetings.

The minutes of all proceedings and meetings of the Committee must be made in the same manner as for EC meetings and proceedings, or required by law or this Constitution.

7. THE EXECUTIVE COUNCIL POWERS

In furtherance of the objective, but not otherwise, the EC may exercise the following powers:

- To raise funds and invite to receive contributions provided that in raising funds the EC shall conform to any relevant requirements of the law;
- To buy, take on lease or exchange any property necessary for the achievement of the objectives and to maintain and equip it for use;
- Subject to any consents required by law, to sell, lease or dispose of all or any part of the property of the association;
- Subject to any consents required by law, to borrow money and to charge all or any part of the property of the association with repayment of the money so borrowed;
- To employ such staff or agents as are necessary for the proper pursuit of the objectives and to make all reasonable and necessary provision for payment of pensions and superannuation for staff and their dependants. Such appointments may include the appointment of a Chief Executive Officer, Secretary and other employees.

Such appointments are for a period and on terms as the EC see fit. The EC may also revoke such an appointment, subject to the term upon which it was entered into.

The EC may confer on employees or appointed officers any of the powers exercisable by it, subject to the terms and conditions entered into and with any restrictions it thinks fit. The EC may at any time withdraw or vary any of the powers so conferred.

- To co-operate with other charities, voluntary bodies, NGOs and statutory authorities operating in furtherance of the objectives or of similar purposes and where appropriate to exchange information and advice with them;
- To establish or support charitable trusts, associations or institutions formed for all or any of the Objectives;
- To keep proper accounting records, which shall be open to inspection by the EC officers;
- To appoint by a vote of simple majority a Vice-Chairperson from within the EC members to act as deputy for the Chairperson when s/he is absent;
- To do all such lawful things as are necessary for the achievement of the Objectives.

The description and responsibilities of the officers of the EC are outlined in a separately attached Roles and Responsibilities of the Executive Council document. Whilst the EC powers are set by this Constitution, it is not intended for this Roles and Responsibilities document to form a part of the Constitution. This will enable the Roles to alter from time to time to reflect the demands of the current environment.

The proceedings of the EC shall not be invalidated by any vacancy among their number or by any failure to appoint or any defect in the appointment or qualification of a member of the EC.

8. ANNUAL GENERAL MEETING

The AGM shall be held within two months of 1 September 2005. If the quorum is not achieved then the AGM shall be held two weeks later and those present shall represent the quorum. Thereafter The Association will hold an AGM every calendar year within one month of 1 September in each year and at such place as is deemed for such a purpose.

Its business shall include:

- i) Presentation of the Annual Report by the current Chairperson of the Association.
- ii) Presentation of the Financial Report, which includes the Annual Statement of Accounts, by the Treasurer.
- iii) Discussion and suggestions on Reports.
- iv) Dissolution of the present Executive Council – though these officers will serve a further two weeks to ensure there is a smooth transition to the new EC.
- v) Election of officers: members of the Executive Council to be elected by secret ballot conducted by a returning officer appointed by the AGM.
- vi) The appointment of Auditor(s).
- vii) To confirm the minutes of the previous AGM and of any EGM held during the preceding year.
- viii) To consider any other business the general notice of which shall have been specified in the notice concerning the meeting or which the chairperson of the meeting permits to be brought before the AGM.

The Secretary will notify all members about the AGM date 58 days in advance asking for nominations for the posts of the EC.

Each nomination for an EC position must be properly proposed by one member and seconded by another Embargoed! member in writing, and submitted to the Secretary 42 days before the AGM. Both must be known by the applicant personally. EC nominees must be ready, willing and able to attend EC meetings if elected.

By a majority vote of two-thirds, the EC is entitled to bar the standing of any member who, if allowed to stand and be elected, would have a conflict of interest through affiliation to another group or organisation or institution.

All members standing for election can submit a manifesto containing no more than 350 words in support of his or her application.

The Secretary will issue a reminder notice to all members about the AGM date 28 days in advance, together with details of the nominees and their manifestos. Members unable to attend the AGM will be sent these together with details of how to vote by postal or electronic ballot and details of any proxy votes or attorney to act on behalf of a member which may be allowed. In all cases a proxy or attorney must be a member.

The Annual Statement of Audited Accounts shall be made available to members together with the Annual Report at the AGM, with electronic copies available to members on request.

The ballot for EC appointments shall take place by means of a printed ballot paper showing the names of all candidates for the available positions, with space beside each name for others to enter mark with an 'X' for the candidate they wish to vote for. Each member shall only have one vote.

The election of officers of the EC will be made by simple majority of all legitimate votes cast. The candidate with most affirmative votes will be elected up to the total number of EC positions available to be filled. In the event of a tie, the outgoing chairperson has the casting vote.

Nominees shall stand for one EC position only with the exception of the position of Chairperson. If a member wishes to stand for Chairperson, they may also put themselves forward as a candidate for one other EC position. Should they be elected Chairperson and for the other EC position, the person will be returned as the new Chairperson and the person which came second in the said other EC position will be automatically voted in as the new EC officer for the said position.

The EC officers are drawn from the broader Embargoed! membership. They are elected at the AGM and hold office within two weeks after the conclusion of that meeting. Should an officer of the EC have to withdraw their services for any reason during the course of the term of appointment, the EC may appoint a co-opted member through a unanimous vote at a special meeting of the EC.

The EC members voted in at the AGM will serve for a period of one year. The minimum age for eligibility to serve on the EC is 18 years. EC members shall also be members of the Board of The Association and be, if required, appointed Directors or the registered Company Secretary of The Association.

All serving EC members must retire from office during the following AGM. However, if they have adhered to the process stated above, every EC member can stand for re-election for the same or a new position, and if voted in, be re-appointed on to the EC for another one year term.

In addition to the circumstances in which the office of an EC member becomes vacant:

- a) under the Law; or
- b) where specified in this Constitution;

the office held by an EC member becomes vacant if the said member:

- c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- d) resigns by notice in writing to the Association;
- e) is absent without the consent of the EC from 3 continuous EC meetings;
- f) takes up another role or position outside of The Association that creates a conflict of interest;
- g) dies; or
- h) ceases to be a member of the Association.

9. GENERAL EXECUTIVE COUNCIL MEETINGS

The business of The Association shall be dealt with by the general meetings of the Executive Council. At least ten general meetings shall be held during any financial year of The Association.

A special meeting may be called at any time by the Chairperson or by any two members of the EC upon not less than seven day's notice being given to the other members of the EC of the matters to be discussed.

At least three days notice of all general meetings shall be given to the members by the Secretary. An agenda shall be sent to the members at least one day prior to the meeting.

Notice of every motion wished to be discussed at a general meeting shall be sent to the Secretary, signed by a member at least two days prior to the meeting.

There can be no motion to rescind any resolution passed within the preceding six months, and no motion or amendment to the same effect as one rejected within the preceding six months shall be proposed unless the motion bears the names of at least 50 per cent of the EC members.

Voting at all general meetings shall be by open ballot unless close ballot is requested by a minimum 50 per cent of the EC members present during the meeting.

The Chairperson shall act as Chairperson at meetings of the EC. If the Chairperson is absent from any meeting, this responsibility will pass to the Vice Chairperson before any business is transacted or another member of EC in the Vice Chairperson's absence.

Every matter unless otherwise provided in these articles shall be determined by a simple majority of votes of the members of the EC present. In the case of a tie, the Chairperson of the meeting shall have a second vote. The decisions of the simple majority unless otherwise provided in these articles will be binding.

At any EC meeting, a declaration by the Chairperson that a resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, or not carried by a particular majority; and an entry to that effect in the book of proceedings of The Association are conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded by the Chairperson or by at least 50 per cent of EC members having the right to vote at the meeting.

The EC shall keep minutes, in files kept for the purpose, of the proceedings at meetings of the EC and any sub-committee sessions.

The EC may, from time to time, make and alter rules for the conduct of business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with the Constitution.

The EC may appoint one or more sub-committees consisting of EC and Embargoed! members, and where necessary, external persons who possess expert skills or knowledge currently lacking within the membership, for the purpose of performing any function or duty, which in the opinion of the EC would be more conveniently undertaken by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the EC.

The EC may from time to time appoint any member of The Association as an EC member, either to fill a casual vacancy or by way of addition to the EC, provided that the prescribed maximum will not be thereby exceeded. An EC member so appointed shall hold office only until the next following AGM.

The members of the EC for the time being may act fully in accordance with this Constitution notwithstanding any vacancy in their body, provided quorum requirements are fulfilled.

All bona fide acts undertaken by the EC or of any member or sub-committee member of the EC, or by any person acting as an EC officer, shall, notwithstanding it to be afterwards discovered that there was some defect in the appointment or continuance in office of such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified as an EC officer.

For the passing of resolutions, EC and their committee members can by electronic and physical means issue a document:

- a) to all entitled receiving notice of an EC resolution;
- b) that contains a statement of the signatories that are in favour of that resolution;
- c) and the terms of the resolution are set out or identified in the document;

- d) then EC members can affirm or decline this resolution by returning an electronic message to the Secretary or through physical signature; and
- e) has been signed by a majority of the EC members entitled to vote on that resolution.

A resolution in these terms is passed on the day on which and at the time at which the document was signed, physically or through electronic means, by a majority of EC members and the document has effect as a minute of the resolution. Two or more separate documents containing statements in identical terms each of which is signed by one or more EC members are together taken to constitute one document containing a statement in those terms signed by those EC members at the time at which the last of those documents to be signed was signed by an EC member.

10. EXTRA-ORDINARY GENERAL MEETING

The purpose of an EGM shall be to consider the business, the general notice of which shall have been specified in the notice concerning the meeting or which the chairperson permits to be brought before the meeting.

An EGM of The Association may be called by

- a) EC without reference to any other member
- or
- b) Written request signed by at least 25 members or 15 per cent of the membership (whichever is greater);
- and
- c) In either case, the Secretary will give 28 days notice in writing advising all members about the date and business for discussion for such extraordinary general meeting and must be held not later than 2 months after the request.

All general meetings other than the AGM shall be called Extraordinary General Meetings (EGMs).

11. NOTICES

Any member who has not notified a place of address or an electronic mail address (for registration in the register) at or to which all notices and documents of the Association may be served or sent is not entitled to receive any notice.

A notice may be given by The Association to any member by:

- a) serving it on the member personally;
- b) sending it by post to the member or leaving it at the member's address as shown in the register or the address supplied by the member to The Association for the giving of notices;
- c) fax to the fax number supplied by the member to The Association for the giving of notices; or
- d) transmitting it electronically to the electronic mail address given by the member to the Association for giving notices.

12. QUORUM

Notices of General Meetings

The non-receipt of a notice convening a general meeting or the accidental omission to give notice to any person entitled to receive notice does not invalidate the proceedings at or any resolution passed at the meeting.

Annual General Meeting

Quorum shall ordinarily be 15 per cent plus one. When a quorum of 15 per cent plus one has not been achieved the meeting shall be postponed and all members notified in writing. The next meeting shall be held two weeks later and those present shall represent the quorum. The same business can only be discussed at any reconvened meeting unless the Chairperson permits otherwise.

Extra-ordinary General Meeting

Quorum shall ordinarily be 15 per cent plus one. When a quorum of 15 per cent plus one has not been achieved the meeting shall be postponed and all members notified in writing. The next meeting shall be held two weeks later and those present shall represent the quorum unless the meeting was requisitioned by members when it shall be automatically dissolved. The same business can only be discussed at any reconvened meeting unless the Chairperson permits otherwise.

General Executive Council Meetings

Members present shall form the quorum provided that a minimum of four members of the Executive Council are present. When the quorum is not achieved the meeting shall be postponed and all members notified in writing. The next meeting shall be held two weeks later and those present shall represent the quorum. The same business can only be discussed at any reconvened meeting unless the Chairperson permits otherwise.

Business must not be transacted at any meeting unless a quorum of members is present at the time when the meeting proceeds to business.

13. VISITORS

Visitors can only be allowed to attend meetings of The Association with the prior express consent of the Executive Council subject to all members being informed about the arrangements in advance of such meetings.

14. CHANGE OF RULES

The Memorandum of Articles of The Association or their parts can only be altered by a decision at an AGM or EGM by 67 per cent of those attending where quorum is met or in accordance with the law, provided that no alteration shall be made which would have the effect of causing The Association to cease. Any resolution for the alteration of the Constitution must be received by the Secretary at least 21 days before the meeting when the resolution is to be discussed.

15. DISSOLUTION

The members of The Association may, at an EGM and by a majority of 67 per cent of those attending where quorum is met or in accordance with the law, resolve that on the grounds of achieving our goals, expenses or otherwise it is necessary or advisable to dissolve The Association. If such a decision is made, the Members of the EGM (i.e. final meeting) shall have the power to dispose of the remaining property and assets of The Association in accordance with Clause 9 of its Memorandum.

16. VOTING RIGHTS

Each ordinary member and corporate member shall have the right of one vote each.

17. MEMBER REMUNERATION AND EXPENSES

Members and EC members are expected to operate on a voluntary basis, with only their expenses covered. All expenses must be proper and where possible be identified and expressly approved by The Chairperson and/or other EC officer and The Treasurer in advance to ensure these expenses can be covered by existing funds of The Association.

Expenses can only be paid if accompanied by a valid receipt or invoice, and The Treasurer must ensure that each expense payment is properly documented.

The Association is able to function because of the voluntary services its members and other agents freely provide. The Association is aware that with its growing operations, it may be necessary, from time to time, to make available remuneration for its members. The circumstances for this are if the workload of a member is deemed to significantly exceed the acceptable voluntary contribution (the Constitution sets a guide of 6-8 hours per week for an EC officer and up to 6 hours per week for an ordinary member, including communication exchanges and meeting times), then it is acceptable for a modest fee, such to be set by

unanimous vote of the EC, to be put aside to pay for the excess time, should a member so request it. The same considerations are applicable where an extra special exertion or extra service has been made for the benefit of the Association, and a decision will be made about remuneration which will be based on the EC's regard of the value of the extra special exertion or service.

Should a task take longer than envisaged and a payment is requested to cover the additional time, a member must submit details to the EC, who will review and make a final decision on whether payment can/should be made.

Furthermore, where an important project is to be undertaken which will require significant work over and above the voluntary work of a member, a modest project management and/or service fee, such to be set by unanimous vote of the EC, can be paid to the said member to compensate him/her for his/her additional time.

Remuneration paid may not reflect market value, but will be in line with or above the UK minimum wage with a ceiling of £10 per hour (or any other amount passed from time to time by resolution of the EC with a two thirds majority).

18. MEMBERS AND SUPPLIER CONTRACTS TO THE ASSOCIATION

From time-to-time, it will necessary for The Association to purchase services or goods that enable it to fulfil its mission to bring about the end of the embargoes on North Cyprus. When such a need arises, the EC will develop a supplier brief and set out the service criteria that must be met for the contract to be awarded.

Where possible, The Association will show a preference for a member who provides the required products and/or services that fit the supplier brief and criteria set by the EC that gives The Association the best possible value.

Once the brief and criteria are drafted, The Treasurer will put the contract out to tender initially to all members. Any members/member organisations whose application meets the set requirements will be eligible for the contract. Where there is more than one bid, The Treasurer will pick the one that gives the best value to The Association. Where a specialist service is required, The Treasurer may defer choice of supplier to a better qualified EC member. In the event of a tie, the final decision rests with The Treasurer.

If The Treasurer believes that the price(s) quoted by a member/members is not the best possible for The Association and a better price would be available on the open market, The Treasurer can obtain two alternative prices from external suppliers and then make a final decision on which supplier best meets the needs of The Association.

Should no members apply for the said contract or the quality of the application(s) not be suitable or of an acceptable standard, The Treasurer, informed by EC members, will seek alternative options. At least two alternatives must be sought before a final decision is taken.

If an EC member wishes to bid for a supplier contract, s/he will have no part in judging or have access to the other applications made including external applications and must not be present while the matter is being considered at any meeting or have a vote on the matter.

Where possible, a contract should be awarded enabling the winning supplier to perform over a long-term period, thereby reducing the time-consuming need to put out to tender each time the same service or purchase is required. The exact length and terms of service will be specified by The Association in its Terms and Conditions.

A member is not disqualified by the EC's office from contracting with the Association in any capacity by reason of holding of the office of EC member. However, an EC member or Association member who has a material personal interest in a matter that relates to the affairs of The Association must give the EC notice of his or her interest as soon as possible. Failing to do this may result in a contract decision in favour of the said member and/or his/her interest being ruled null and void.

In relation to a contract or arrangement in which an EC member or member has a material personal interest:

- a) the fact that the EC member or member signed the document evidencing the contract or arrangement will not in any way effect its validity;
- b) a contract or arrangement made by The Association with a member may not be avoided merely because the EC member or Association member is a party to the contract or arrangement or otherwise interested in it; and
- c) the EC member or member will not be liable to account to The Association for any profit derived in respect of the contract or arrangement merely because of the EC's office or the fiduciary relationship it entails so long as this Constitution and the law has been adhered to.

Nothing in this article should prevent the duty of an EC member who holds any office or possesses any property whereby, directly or indirectly, and whose duties or interests might be created in conflict with the duties or interests as an EC member, to declare at the next earliest possible EC meeting, the fact and nature, character and extent of the conflict; or to comply with the law.

19. INTERNAL DISPUTES AND COMPLAINTS

The EC shall ensure that a mechanism is established for resolving disputes within membership, which may include:

- a) the appointment of an independent person to arbitrate or mediate in the dispute;
- b) a process to bring the parties together to resolve the dispute at an early stage;
- c) a process to ensure that all parties receive a full and fair opportunity of presenting their case;
- d) referral of the matter to a Community Justice Centre or similar body.

The EC shall also ensure that a mechanism is established that will properly and effectively deal with complaints made by members of the public and grievances by volunteers or employees of The Association.

20. INDEMNITY

Every member of the EC or any other committee of The Association and every officer and employee of The Association shall be entitled to be indemnified out of the assets of The Association against all losses and liabilities incurred by him/her or in relation to the execution of his/her office, provided that nothing in this clause shall entitle him/her to any indemnity against liability arising through negligence or fraud or similar actions on his/her part.

Ends/