

**The Companies Acts 1985 and 2006**  
**A Company Limited by Guarantee and not having Share Capital**

**Memorandum of Association of**  
**The International Coalition Against Prohibition**

**1. Name**

The name of the Company is: **The International Coalition Against Prohibition** (to be referred to in this document as “the Company”).

**2. Registered Office**

The registered office of the Company is to be situated in England and Wales.

**3. Objects**

The Objects for which the Company is established are:

to combat all forms of prohibition which in the view of the Board of Directors are inconsistent with basic consideration of human rights.

**4. Powers**

In furtherance of the above Objects, the Company shall have the following powers:

- (1) to co-operate with statutory, voluntary and other bodies which are supportive of the aims of the Company;
- (2) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, any lands, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes and property of any kind necessary or convenient for the purpose of or in connection with the Company's Objects;
- (3) to seek and apply for funds, and to receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's Objects (or any of them) and to hold funds in trust for same;
- (4) to borrow, raise or secure the payment of any money for the purposes of or in connection with the Company's Objects, and for the purpose of and in connection with the borrowing or raising of money by the Company to become a member of any building society and to operate bank accounts;
- (5) to mortgage and charge the undertaking and all or any of the real or personal property and assets, present and future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers

and privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance;

- (6) to issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company;
- (7) to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, cheques and other negotiable instruments;
- (8) to invest and deal with the moneys of the Company not immediately required for the purposes of its Objects in or upon such investments or securities and in such manner as may from time to time be determined by the Company;
- (9) to carry on any other activity whatsoever which can in the opinion of the Company be advantageously carried on by the Company incidental to, conducive to or ancillary to any of the Objects of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any client or customer or persons (legal or natural) dealing with the Company.
- (10) to accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- (11) to enter into any partnership or joint-purse arrangement for sharing profits, union of interests or co-operation, or amalgamate with any company, firm or person carrying on or proposing to carry on any objects within the Objects of the Company, and to acquire and hold, sell, deal with or dispose of shares, stock, securities or property of any such body, and to guarantee the contracts or liabilities of or payments of the dividends, interest or capital of any shares, stock, securities or property of, and to subsidise or otherwise assist any such body;
- (12) to establish or promote or concur in establishing or promoting any company, firm, co-operative or other organisation the promotion of which shall in any manner be calculated to advance directly or indirectly the Objects or interests of the Company and to acquire and hold or dispose of shares, stock, securities or property issued by or any other obligations of such organisation;
- (13) to purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on;

- (14) to make, publish, supply, sell or deal in books, periodicals, audio film and video recordings, and other publications in any medium or any other educational or training materials;
- (15) to sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant easements, licences and other rights in or over, and in any other manner deal with or dispose of the undertaking and any or all of the property and assets for the time being of the Company for such consideration as the Company may think fit;
- (16) to employ such staff as are necessary for the proper pursuit of the objects and, if applicable, to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (17) to do all such other lawful things as may be necessary for the attainment of the above Objects or any of them.

## **5. Not-For-Profit-Status**

- (1) The income and property of the Company shall be applied solely towards the promotion of its Objects, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to the members of the Company: *provided that nothing in this document shall prevent any payment in good faith by the Company:*
  - (i) of interest on money lent by any member or Director of the Company at a rate per annum not exceeding 2 per cent above the base lending rate of the Company's bankers;
  - (ii) of reasonable and proper rent for premises demised or let by any member or Director of the Company;
  - (iii) of reasonable and proper remuneration to any member, officer or servant of the Company, including Directors, for any services rendered to the Company;
  - (iv) of grants, loans, donations or any other kind of financial assistance to any organisation, firm, company, society or statutory authority which is a member of the Company or is represented on the Board of Directors, provided that any such assistance is exclusively in respect of activities in furtherance of the Objects of the Company;
  - (v) in special circumstances and as shall be decided by members' written resolution or by the Company in general meeting, of a grant, loan, donation or any kind of financial assistance to any member of the public who is not a member of the Company, provided that such assistance is exclusively in respect of activities in furtherance of the Objects of the Company;

- (vi) to any Director in respect of reasonable and properly incurred out-of-pocket expenses.
- (2) If on the winding up or dissolution of the Company any of its assets remain to be disposed of after its liabilities are satisfied, these assets shall not be distributed among the members, but shall be transferred instead to some other non-profit distributing organisation having Objects similar to or compatible with those of the Company, as may be decided by the members at the time of, or prior to, the dissolution. In the event that for whatsoever reason any residual assets cannot be so transferred, they shall be given for charitable purposes.

## **6. Limited Liability**

- (1) The liability of members is limited.
- (2) Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while they are a member (or within one year after they cease to be a member) for payment of the debts and liabilities of the Company contracted before they ceased to be a member, and of the costs, charges or expenses of winding up and for the adjustments of the rights of the contributors amongst themselves, such amount as may be required not exceeding the sum of one pound.

**The Companies Acts 1985 and 2006**  
**A Company Limited by Guarantee and not having Share Capital**

**Articles of Association of**  
**The International Coalition Against Prohibition**

**Interpretation**

1. In these Articles:

“the Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

“the Articles” means these Articles of Association of the Company.

“clear days” in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“the Memorandum” means the Memorandum of Association of the Company;

“office” means the registered office of the Company; and

“the Board of Directors” or “the Directors” means all those persons for the time being appointed to perform the duties of directors of the Company;

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

**Members**

2. The first members of the Company shall be the subscribers to the Memorandum.

2.1 The Board of Directors may admit to membership *any organisation* that is in agreement with the Objects of the Company and that has paid any annual subscription as may be laid down from time to time by the Board of Directors.

2.2 A member shall appoint an individual to represent it who shall, during the continuance of his or her appointment, be entitled to exercise in any general meeting of the Company all such rights as the organisation would exercise as if it were an individual person.

- 2.3 Each member may appoint an alternate to replace its appointed representative at any meeting of the Company if the appointed representative is unable to attend. Each member organisation shall notify the name of the representative appointed by it, and of any alternate, to the Company.
- 2.4 Every application for membership shall be considered by the Board of Directors at its first meeting after the application was made or as soon afterwards as is practicable. The Directors may only refuse an application for membership if, *acting reasonably and properly*, they consider it to be in the best interests of the Company to refuse the application. The Directors must inform the applicant, in writing, of the reasons for the refusal within 21 days of the decision and they must consider any written representations the applicant may make about the decision. The Directors' decision following any written representations must be notified to the applicant, in writing, and shall be final.
- 2.5 Membership shall not be transferable to any other organisation.
- 2.6 The Company shall keep a register of members containing the name and address of every member, the date on which they became a member and the date on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the register on becoming a member.

### **Classes of Membership**

3. The Board of Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members. Subsequent to a new class of membership being established, this must be communicated, on the appropriate form, to Companies House.

### **Termination of Membership**

4. Membership is terminated if:
  - (1) the member ceases to exist;
  - (2) the member resigns by written notice to the Company;
  - (3) any sum due from the member to the Company is not paid in full within six months of its falling due;
  - (4) the member is removed from membership by a resolution of the Directors that is in the best interests of the Company to terminate the membership of any organisation. A resolution to remove a member from membership may only be passed if the member has been given at least 21 clear days notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed, *and provided also that*, the appointed representative of the member concerned shall have the right to be heard by the Board of Directors, accompanied by such other supporting person as the member may choose, before the final decision is made.

## **Members' Written Resolutions**

5. Any decision that could be made at a general meeting of the Company (c.f. Articles 6 - 6.2; 7 - 7.4 & 8 - 8.16) may be made by written resolution, other than a decision to remove a Director or an auditor before the expiry of their term of office. A written resolution shall be circulated to all members who shall indicate their approval if they wish to vote in favour of the resolution.
- 5.1 The document indicating a member's approval of a written resolution must be sent to the Company in hard copy form or in electronic form. A member's agreement to a written resolution, once signified, may not be revoked.
- 5.2 A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it.
- 5.3 The majorities required to pass a written resolution are as follows:
  - (1) for an ordinary resolution, approval is required from a simple majority of the members eligible to vote;
  - (2) for a special resolution, approval is required from not less than 75% of the members eligible to vote.
- 5.4 A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.

## **General Meetings**

6. The Board of Directors may, whenever they think fit, convene a general meeting of the Company at any time, or, ten per cent of the membership entitled to vote may convene a general meeting as provided for by section 368 of the Act.
- 6.1 One general meeting each year shall be designated as an annual general meeting and not more than 15 months may elapse between successive annual general meetings.
- 6.2 The business at an annual general meeting *shall include*:
  - (1) the receipt of the report of the Board of Directors of the Company;
  - (2) the presentation and consideration of the accounts of the Company and the auditor's report (if applicable);
  - (3) the appointment and fixing of auditors (if any); and
  - (4) the election of the Board of Directors.

## **Notice of General Meetings**

7. A general meeting must be called by giving notice to the members of at least 14 days.
- 7.1 A general meeting may be called by shorter notice, if it is so agreed, by a majority in number of members having a right to attend and vote at the meeting who, together, hold not less than 90 per cent of the total voting rights.
- 7.2 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting the notice must say so.
- 7.3 The notice must be given to all members, Directors and auditors (if any).
- 7.4 The proceedings at a general meeting shall not be invalidated because a member or person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

## **Proceedings at General Meetings**

8. Every member whose subscriptions are paid to date shall have one vote on any question to be decided at a general meeting of the Company. Votes may be cast by the duly appointed representatives of member organisations.
- 8.1 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 8.2 Decisions at general meetings shall be made by passing resolutions:
  - (1) a special resolution shall be required to amend the Memorandum and Articles of the Company and to dissolve the Company. A special resolution is hereby defined as one requiring not less than three-fourths of the votes cast;
  - (2) all other decisions shall be made by ordinary resolution requiring a simple majority.
- 8.3 No business shall be transacted at any general meeting unless a quorum is present. 6 persons entitled to vote upon the business to be transacted (each being a duly authorised representative of a member at the time) shall constitute a quorum or such other number of persons as the Board of Directors may from time to time decide.
- 8.4 If a quorum is not present within half an hour from the time appointed for a meeting, or during a meeting a quorum ceases to be present, the meeting shall stand adjourned and the Directors shall reconvene the meeting and must give such notice as is practicable of the reconvened meeting, stating the date, time and place. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the members present shall be a quorum.

- 8.5** The chairman (if any) of the Board of Directors or in his or her absence some other Director nominated by the Board of Directors, shall preside as chairman of a general meeting, but if neither the chairman nor such other Director (if any) be present and willing to act within 15 minutes after the time appointed for holding the meeting, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he or she shall be chairman.
- 8.6** If no Director is willing to act as chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 8.7** The members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 8.8** The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 8.9** No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 8.10** If a meeting is adjourned by a resolution of the members for more than 14 days, at least 7 clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 8.11** A resolution put to the vote of a meeting shall be decided on a show of hands (which term shall include the giving of appropriate signals) unless before, or on the declaration of the result of the show of hands, a poll (written ballot) is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (1) by the chairman; or
  - (2) by not less than 2 members having the right to vote at the meeting; or
  - (3) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

A poll may not be demanded on any question concerning the selection of a chairman for a meeting or on any question of adjournment.

- 8.12** Unless a poll is duly demanded, a declaration by the chairman, that a resolution has been carried or lost, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact, without proof, of the number or proportion of the votes recorded in favour of or against the resolution.
- 8.13** The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

- 8.14 A poll shall be taken as the chairman directs, provided that each member shall have only one vote, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.15 In the case of an equality of votes, whether on a show of hands or on a poll, there shall be a second vote on the matter but in the event of a tied vote for a second time the motion shall be considered lost.

### **The Board of Directors**

9. The business of the Company shall be managed by the Board of Directors who shall be accountable to the members.
- 9.1 The initial Directors of the Company shall be appointed by the subscribers to the Memorandum and shall serve until the first annual general meeting. At the first annual general meeting all of the Directors shall retire from office but may offer themselves for re-election.
- 9.2 The Board of Directors shall be elected annually by the members at the annual general meeting of the Company and all Directors shall retire at the end of the subsequent annual general meeting.
- 9.3 The election of Directors shall be conducted in accord with such procedures as may be decided by the Board of Directors from time to time.
- 9.4 The number of Directors shall not be less than 3 (unless otherwise determined by ordinary resolution) and not more than 12.
- 9.5 No one shall be appointed a Director if he or she would be disqualified from acting under the provisions of Article 12.
- 9.6 All the Directors shall be the duly appointed representatives of organisations which are members of the Company.
- 9.7 The Directors may also and at any time co-opt any representative of a member organisation to the Board of Directors provided that *not more than one third of the members of the Board of Directors shall be co-opted members*. All representatives so co-opted shall retire at the annual general meeting following their co-option but shall be eligible to be re-appointed thereafter.
- 9.8 The Board of Directors may, by and from their number and from time to time, elect such honorary officers as they see fit.

### **Proceedings of the Board of Directors**

10. Members of the Board of Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, and questions arising at any meeting shall be decided by a majority of votes.

- 10.1 In the case of an equality of votes there shall be a second vote on the matter but in the event of a tied vote for a second time the motion shall be considered lost.
- 10.2 The Board of Directors may summon a meeting of the Board of Directors at any reasonable time.
- 10.3 The quorum necessary for the transaction of business of the Board of Directors shall be 2 or such larger number as may be determined from time to time by the Directors.
- 10.4 If the Board of Directors shall at any time be reduced in number to less than the minimum prescribed in Article 9.4, it may act as the Board of Directors for the purpose of filling up vacancies in their body or summoning a general meeting of the Company, but for no other purpose.
- 10.5 The chairman or in his or her absence some other Director nominated by the Board of Directors, shall preside as chairman of the meeting, but if neither the chairman nor such other Director be present within 15 minutes after the time appointed for holding the meeting, the Board of Directors shall elect one of their number to be chairman.
- 10.6 The Board of Directors shall cause proper minutes to be made of the proceedings of all meetings of the Company, of the Board of Directors and any sub-committees and of all business transacted at such meetings. All minutes of general meetings shall be open to inspection by any member of the Company during the Company's normal working hours and by any other person authorised by the Company in any general meeting.
- 10.7 A resolution in writing signed by all Directors for the time being shall be valid and have the same effect as if it had been passed at a meeting of the Board of Directors and may consist of several documents in like form signed by one or more Directors.

### **Powers of the Board of Directors**

11. The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the Memorandum, these Articles or any special resolution.
  - 11.1 No alteration of the Memorandum or these Articles or any special resolution shall have any retrospective effect to invalidate any prior act of the Directors.
  - 11.2 Any meeting of the Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.
  - 11.3 Without prejudice to its general powers, the Board of Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures or other securities whether outright or as security for any debt, liability or obligation of the Company.

- 11.4** The Board of Directors may delegate any of its powers to one or more sub-committees consisting of any representatives of member organisations of the Company for the purpose of making any inquiry or supervising or performing any function or duty which, in the opinion of the Board of Directors, would be more conveniently undertaken or carried out by a sub-committee: provided that any sub-committee so formed shall conform to any regulations that may be imposed upon it by the Board of Directors and all acts and proceedings of any sub-committee shall be fully and promptly reported to the Board of Directors.
- 11.5** All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Directors shall from time to time determine: provided that any instrument that is required to be executed as a deed and all instruments of expenditure above a certain limit (as set from time to time by the Board of Directors) shall be signed by 2 Directors.

### **Disqualification and Removal of Directors**

- 12.** The office of a Director shall be immediately vacated if he or she:
- (1) ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director; or
  - (2) is the representative of an organisation which ceases to be a member;
  - (3) resigns as a Director by notice to the Company;
  - (4) is removed from office by a 75 % majority vote of *all* the Directors who consider that is in the best interests of the Company: *provided that such a decision and the reasons for it are properly recorded*; or
  - (5) is removed from office by ordinary resolution of the Company in general meeting in accordance with Section 303 of the Act.

### **Minutes**

- 13.** The Board of Directors shall keep minutes in books kept for the purpose:
- (1) of all appointments of honorary officers made by the Directors; and
  - (2) of all proceedings at meetings of the Company and of the Board of Directors and of committees of the Board of Directors including the names of the Directors present at every meeting.

### **Accounts**

- 14.** The Directors shall cause proper books of account to be kept with respect to:

- (1) all sums of money received and expended by the Company and matters in respect of which the receipt and expenditure takes place;
- (2) all sales and purchases of goods and/or services by the Company; and
- (3) the assets and liabilities of the Company.

Proper books shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

**14.1** The books of account shall be kept at the registered office of the Company or at such other places as the Directors think fit, and shall always be open to the inspection of all members of the Company upon approval of the Directors during normal working hours and by such other persons authorised by the Company in a general meeting.

**14.2** The Directors shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in general meeting such income and expenditure accounts, balance sheets and reports as are required by statute.

**14.3** Audit:

- (1) in accordance with the law for the time being in force, the Company may - if it is eligible to do so - apply the small company audit exemptions. Otherwise, once at least in every year, the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors; and
- (2) auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act.

### **Returns**

**15.** The Board of Directors shall comply with their statutory obligations with regard to preparing and sending returns to Companies House.

### **Notices**

**16.** Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

**16.1** The Company may give any notice to a member either personally, by e-mail or by sending it by post in a prepaid envelope addressed to the member at the member's registered address or by leaving it at that address.

**16.2** The representative of a member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

- 16.3 Where notice is sent by post, service of the notice shall be deemed to have been effected by properly addressing, prepaying and posting the notice. A notice shall be deemed to be given at the expiration of one week after the envelope containing it was posted.

### **Indemnity**

17. Every Director, member, auditor, employee or servant of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by him or her in or about the execution and discharge of the duties of his or her office, except to the extent that such losses or liabilities shall be attributed to:
- (1) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence;
  - (2) negligence; or
  - (3) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

### **Rules or bylaws**

18. The Board of Directors may from time to time make such reasonable and proper rules or bylaws as they may deem necessary or expedient for the proper conduct and management of the Company.
- 18.1 The bylaws may regulate the following matters but are not restricted to them:
- (1) the admission of members of the Company and the rights and privileges of such members and the entrance fees, subscriptions and other fees or payments to be made by members;
  - (2) the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
  - (3) the procedure at general meetings and meetings of the Directors and committees of the Directors in so far as such procedure is not regulated by the Act or by these Articles;
  - (4) generally all such matters as are commonly the subject matter of company rules.
- 18.2 The Board of Directors or the Company in general meeting shall have power to alter, add to or repeal the rules or bylaws and the Directors shall adopt such means as they think sufficient to bring to the notice of the members of the Company all such rules or bylaws which shall be binding on all members of the Company. *Provided that no rule or bylaw shall be inconsistent with, or shall affect anything contained in, the Memorandum or the Articles.*

### **Dissolution**

19. Clause 5 (2) of the Memorandum relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.