

THE COMPANIES (GUERNSEY) LAW 2008

COMPANY LIMITED BY GUARANTEE

WITHOUT A SHARE CAPITAL

**MEMORANDUM AND
ARTICLES OF INCORPORATION**

of

AGE CONCERN GUERNSEY LBG



THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL

MEMORANDUM OF INCORPORATION

- 1 The company's name is AGE CONCERN GUERNSEY LBG.
- 2 The company's registered office is situated in Guernsey and is formed purely for non profit purposes.
- 3 The Company is a non-cellular company within the meaning of section 2(1)(c) of The Companies (Guernsey) Law 2008.
- 4 The Company is a limited by guarantee company within the meaning of section 2(2)(a)(ii) of The Companies (Guernsey) Law 2008.
- 5 The liability of each member of the company is limited to the amount guaranteed by that member as specified in this memorandum.
- 6 The Company's objects ("the Objects") are:
 - 6.1 to facilitate, wherever possible, the welfare of elderly people in the island of Guernsey, together with raising public awareness of issues concerning ageing and positive attitudes;
 - 6.2 to accept by way of gifts, donations, subscriptions or otherwise, any property, real or personal, for the promotion of the objectives of the Company; and
 - 6.3 to raise money for the purpose of the Company and to invest the monies of the Company, as may be thought fit, by majority vote of the Directors, after taking advice from the Treasurer.
- 7 In furtherance of the Objects, but not otherwise, the Company shall have the power:
 - 7.1 to do all other such lawful things as are incidental, or conducive, to the attainments of the above objectives. Provided always that no income, or portion thereof, shall be paid or transferred directly, or indirectly, by way of dividend, bonus or by way of profit, to the Guarantee Members of the Company;
 - 7.2 nothing herein shall prevent the payment to any officer or servant of the Company or to any Guarantee Member, as reimbursement for reasonable out of pocket expenses in connection with the furtherance of their duties to the Company, on the understanding that all receipts for expenses incurred are submitted to the Treasurer; and
 - 7.3 nothing herein shall prevent the payment of interest at a rate then current, on money lent or for the payment for rent, for premises let by any Guarantee Member of the Company, provided all the relevant details of such rental payments are sanctioned by the Treasurer.
- 8 None of the powers or objects in clause 6 and 7 shall be restrictively construed but the widest interpretation shall be given to each of such powers or objects, and none

of these powers or objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other power of powers, or by reference to or inference from the name of the Company.

- 9 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Guarantee Members of the Company.
- 10 Nothing in this Memorandum of Incorporation shall permit any payment by the Company of any remuneration for any services rendered to the Company by any director, Guarantee Member, officer or servant of the Company.
- 11 The maximum number of Guarantee Members which the Company is to have is five.
- 12 Every Guarantee Member of the Company undertakes to contribute such amount as may be required (WELL UNDERSTOOD that this shall not exceed £1) to the Company's assets if it should be wound up while he or she is a Guarantee Member or within one year after such membership ceases, for payment of the Company's debts and liabilities contracted before such membership ceased, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 13 If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the Guarantee Members but shall be given to some other body or organisation having objects similar to those of the Company.
- 14 The signature of the Company shall be:-
 - 14.1 "AGE CONCERN GUERNSEY LBG" with the addition of the signature(s) of one or more person(s) authorised generally or specifically by the Directors for such purpose; or
 - 14.2 the Common Seal of the Company (if any) countersigned by such person(s) as the Directors may at any time authorise in that behalf.

We, the founding Guarantee Members subscribing to this memorandum of incorporation wish to form a company pursuant to this memorandum and we agree to give the guarantees specified opposite our respective names.

Name and Address of Guarantee Member		Number of guarantees	Value of guarantees
David Albert Inglis Clos au Pommier Rue du Planel Torteval Guernsey, GY8 0RF		1	£1
Roy James Trustum Calypso 4 La Chaumiere Rue Piette Castel Guernsey, GY5 7AD		1	£1
John Lawrence David Granger Arben Blume Rue des Marais Vale Guernsey, GY6 8AX		1	£1
Robin Wade Emerson La Motte Rue de la Motte St Martin Guernsey, GY4 6ER		1	£1
Alexander Hunter Adam Santa Rosa Rue Cohu Castel Guernsey, GY5 7TG		1	£1

.....
DAVID ALBERT INGLIS

.....
ROY JAMES TRUSTUM

.....
JOHN LAWRENCE GRANGER

.....
ROBIN WADE EMMERSON

.....
ALEXANDER HUNTER ADAM

Dated this _____ day of _____ 2017

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ARTICLES OF INCORPORATION

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1 INTERPRETATION

1.1 Definitions

In these Articles and the Memorandum of Incorporation of the Company the words standing in the first column of the table next hereinafter contained, shall bear the meanings set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

<u>Words</u>	<u>Meanings</u>
"Articles"	these Articles of Incorporation as altered from time to time and the expression "this Article" shall be construed accordingly.
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed given and the day for which it is given or on which it is to take effect.
"Company"	"AGE CONCERN GUERNSEY LBG".
"Committee"	the Chairman, Vice-Chairman, Treasurer, Secretary, Compliance and Data Protection Officer, the centre organisers, the transport co-ordinator, the charity facilitator and any other person in a role that the Committee thinks necessary for the effective running of the Company from time to time.
"Directors"	the directors from time to time of the Company or the directors present at a meeting of the directors at which a quorum is present.
"Guarantee Member"	those guarantee members who are aged 18 or over and who are entitled to vote at meetings of the members.
"month"	a calendar month.
"office"	the registered office of the Company from time to time.

"Ordinary Member"	an individual or an organisation accepted to benefit from the Company's objectives.
"Secretary"	the appointed Secretary of the Company.
"seal"	any common or official seal that the Company may be permitted to have under the Statutes or either of them as the case may require.
"Statutes"	every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the Company.
"Treasurer"	the appointed Treasurer of the Company.

1.2 Unless the context otherwise requires:

- 1.2.1 words in the singular include the plural and vice versa;
- 1.2.2 words importing any gender include all genders;
- 1.2.3 a reference to a person includes a reference to a body corporate or an unincorporated body of persons;
- 1.2.4 headings and notes are included only for convenience and shall not affect meaning;
- 1.2.5 references to a document being "executed" include references to it being executed under hand or under seal or by any other method;
- 1.2.6 references to "writing" include references to any method of representing or reproducing words in a legible and non-transitory form;
- 1.2.7 references to a "meeting" shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person;
- 1.2.8 words or expressions to which a particular meaning is given by the Statutes when these Articles or any part thereof are adopted bear (if not inconsistent with the subject matter or context) the same meaning in these Articles or that part (as the case may be) save that the word "company" shall include any body corporate.

2 **GUARANTEE MEMBERSHIP**

- 2.1 The maximum number of Guarantee Members which the Company is to have is five.
- 2.2 The subscribers to the Memorandum of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Guarantee Members of the Company. No person shall be admitted as a Guarantee Member of the Company unless he is approved by the Directors in their absolute discretion. Every person who wishes to become a Guarantee Member shall deliver to the Company an application for membership as a Guarantee Member in such form as the Directors require executed by the applicant.

- 2.3 Any individual, or organisation, who has their application for membership as a Guarantee Member refused by the Directors, will have the right to appeal and be heard by the Directors.
- 2.4 Any decision taken by the Directors in relation to an application for membership as a Guarantee Member, shall be final.
- 2.5 Membership shall not be transferable and shall cease on the death of or the liquidation or dissolution of a Guarantee Member (as applicable).
- 2.6 Unless the Directors of the Company in general meeting make other provision, the Directors may in their absolute discretion permit any Guarantee Member of the Company to retire.
- 2.7 A Guarantee Member shall automatically cease to be a Guarantee Member of the Company if the Directors resolve after giving the Guarantee Member concerned a proper opportunity to be heard, that it is not in the interests of the Company that such membership should continue.

3 RETIREMENT AND DISQUALIFICATION OF GUARANTEE MEMBERS

- 3.1 Any Guarantee Member of the Company desiring to resign his membership shall signify such desire in writing to the Company's registered office. The Guarantee Member's name shall then be removed from the register. Membership shall cease as soon as the Guarantee Member's name is removed from the register.
- 3.2 The Directors shall be entitled to suspend or disqualify from membership any person or organisation whose conduct has proved, or is likely to prove, prejudicial to the good standing of the Company, or to the attainment of its objectives, or who has broken any rule(s) of the Company, or who has broken any code of good practice of the Company.
- 3.3 If any Guarantee Member is convicted on indictment of any criminal offence they shall ipso facto cease to be a Guarantee Member of the Company. Any person so ceasing to be a Guarantee Member may be re-admitted to membership by the Directors at their discretion.
- 3.4 Any Guarantee Member or organisation expelled in accordance with these Articles, or otherwise ceasing to be a Guarantee Member of the Company, shall forfeit all rights to or claims upon the Company or any return of fees paid and shall remain liable for any outstanding fees or charges due from them at the date of expulsion or cessation.

4 GENERAL MEETINGS

4.1 Annual General Meetings

4.1.1 The Company shall hold general meetings as annual general meetings in accordance with the requirements of the Statutes and in accordance with the Statutes. The business to be transacted at the annual general meeting shall include the following:

- 4.1.1.1 election of the President, Vice-President, Chairman, Vice-Chairman, Treasurer, Secretary and the remaining members of the Committee;

4.1.1.2 presentation of the audited statement of accounts, prepared by the Treasurer, in respect of the previous year, with the year end being 31 October;

4.1.1.3 appointment of an auditor for the up coming year; and

4.1.1.4 any other matter of which notice, in writing, has been given to the Chairman at least ten days prior to the date of the meeting.

4.1.2 Any Guarantee Member of the Company shall be permitted to ask questions relating to the business of the Company during the 'any other business' discussion of the annual general meeting.

4.1.3 An annual general meeting of the Company shall be held each year, on a day appointed by the Directors.

4.2 Extraordinary General Meetings

4.2.1 Any general meeting other than the annual general meeting shall be called an extraordinary general meeting.

4.2.2 An extraordinary general meeting of the Company, shall be called upon the written demand of two Guarantee Members or by the Chairman.

4.2.3 The Chairman shall not convene an extraordinary general meeting unless the notice given to him provides reasonably detailed account of the business to be transacted at such in the form of an agenda with such supporting information and / or documentation as may be necessary.

4.3 Location of Meetings

All general meetings of the Company may be held at any place in Guernsey or elsewhere as the Directors may determine.

4.4 Convening of Meetings

The Directors may convene general meetings and, on the requisition of Guarantee Members pursuant to the Statutes, shall forthwith proceed to convene an extraordinary general meeting for a date not later than seven weeks after receipt of the requisition. Any requisition made by Guarantee Members shall state the object of the meeting and the terms of any special resolution to be proposed.

5 **NOTICE OF GENERAL MEETINGS**

5.1 Length of Notice

5.1.1 Written notice of the date, time and place of any annual general meeting signed on behalf of the persons convening the meeting shall be given to every Guarantee Member at least fourteen days before the day of the meeting.

5.1.2 Written notice of the date, time and place of any extraordinary general meeting signed on behalf of the persons convening the meeting shall be given to every Guarantee Member at least fourteen days before the day of the meeting.

5.1.3 An extraordinary general meeting may in any particular case be called by less than fourteen days notice provided that all Guarantee Members entitled to attend and vote at the extraordinary general meeting agree that such meeting shall be deemed to have been duly called and notice of the intention to propose any resolution shall be deemed to have been duly given.

5.1.4 The notice for all annual general meetings and extraordinary meetings shall set out the business to be transacted at the meeting, in the form of an agenda.

5.1.5 Where the Directors in their discretion consider that an emergency has arisen requiring an immediate meeting of the Company, the length of notice required shall be such as they deem to be sufficient in the circumstances.

5.2 Omission or Non-Receipt of Notice

The accidental omission to give notice of a meeting or the accidental omission to send any document relating to any meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document shall not invalidate the proceedings at that meeting.

6 **PROCEEDINGS AT GENERAL MEETINGS**

6.1 Business at General Meetings

6.1.1 All business shall be deemed special that is transacted at an extraordinary general meeting. All business that is transacted at an annual general meeting is deemed special, with the exception of the laying before the meeting of the accounts and any documents annexed to them, the reports of the Chairman, Secretary, Treasurer and such sub-committees as are appropriate, the report of the auditors, the election of Directors and Committee members in the place of those retiring and the re-appointment of retiring auditors and the fixing of their remuneration.

6.1.2 Subject to the provisions of the Statutes, and other Articles contained herein, all special business shall require a 51% majority of those voting (abstentions not included) to be carried.

6.2 Quorum

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a Chairman, which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, four Guarantee Members present either in person or in the case of a corporation by a duly authorised representative shall be a quorum for a general meeting.

6.3 Procedure if Meeting Inquorate

If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within fifteen minutes after the time appointed for the holding of the meeting, the Guarantee Members present shall be a quorum.

6.4 Orderly Conduct

The Chairman shall take such action or give directions for such action to be taken as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting and the Chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall his determination as to whether any matter is of such a nature.

6.5 Adjournments

The Chairman may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

7 **VOTING**

7.1 Votes of Guarantee Members

On a show of hands every Guarantee Member who is present in person at a general meeting of the Company shall have one vote, and on a poll every Guarantee Member who is present in person shall have one vote.

7.2 Method of Voting

A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or immediately after a vote has been taken on a show of hands, a poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded:

7.2.1 by the Chairman; or

7.2.2 by any two or more of the Guarantee Members present,

7.2.3 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority 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.

7.3 Withdrawal of Demand for a Poll

The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

7.4 Procedure for Taking a Poll

A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Guarantee Members) and fix a time and place for declaring the result of

the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

7.5 When Poll to be Taken

A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

7.6 Notice of Poll

No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

7.7 Casting Vote of Chairman

The Chairman shall not have a vote at any of the meetings held by the Company, but in the event of an equality of votes, he shall have a casting vote.

7.8 Objections or Errors in Voting

If:

7.8.1 any objection is raised to the qualification of any voter; or

7.8.2 any votes have been counted which ought not to have been counted or which might have been rejected; or

7.8.3 any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same may have affected the decision of the meeting. The decision of the Chairman on such matters shall be conclusive.

7.9 Votes on a Poll

Poll votes must be given personally or by representative.

7.10 Voting by Proxy

7.10.1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the Guarantee Member and shall be in the form approved by the Board. The Board may resolve to permit instruments appointing proxies to be received by email.

7.10.2 An instrument appointing a proxy is only valid if it is:

7.10.2.1 sent to the Company's registered office; or

7.10.2.2 sent by email to the email address nominated by the Company if the Board resolves to accept proxy appointments by email.

7.10.3 If the Board resolves to accept proxy appointments by email then the notice of general meeting must contain the nominated email address.

7.10.4 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified in a manner approved by the Board must be received by the Company:

7.10.4.1 in the case of a meeting or adjourned meeting, at least 48 hours before the time for the meeting or adjourned meeting;

7.10.4.2 in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll; and

7.10.4.3 in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded,

in each case excluding any part of a day that is not a working day.

7.11 Representatives of Corporations

A corporation which is a Guarantee Member of the Company may, by resolution of its Directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Guarantee Members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Guarantee Member of the Company.

8 **APPOINTMENT AND RETIREMENT OF DIRECTORS**

8.1 Number of Directors

Unless otherwise determined by ordinary resolution, the number of Directors shall be five.

8.2 Eligibility of Directors

A Director shall be a Guarantee Member of the Company.

8.3 First Directors

The first Directors shall be the subscribers to the Memorandum of Incorporation.

8.4 Power to Appoint Directors

The Company (by ordinary resolution) or the Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any maximum number fixed in accordance with these Articles or the Company in general

meeting and provided that he is a Guarantee Member of the Company. Nominations in writing shall be made by any Guarantee Member delivered to the Secretary at least fourteen days prior to the general meeting, together with the written consent of the nominee.

Should for any reason the number of Directors fall below five, the remaining Directors shall have the capacity to vote on and appoint additional Directors as required.

8.5 Retirement of Directors

A retiring Director shall remain in office until the dissolution or adjournment of the meeting at which his successor is elected.

9 **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

9.1 The office of a Director shall be vacated if:

9.1.1 he resigns his office by notice in writing delivered to the office or tendered at a meeting of the Directors but only if the minimum number of Directors fixed by these Articles or the Company in general meeting will remain in office when the notice of resignation is to take effect; or

9.1.2 he is or has been certified by his own medical practitioner that he is unable to manage his own affairs and the Directors resolve that his office is vacated; or

9.1.3 he ceases to be a Director by virtue of any provision of the Statutes or he becomes prohibited or disqualified by law from being an officer; or

9.1.4 he has his affairs declared “en désastre” or has a preliminary vesting order made against his Guernsey realty, becomes bankrupt, suspends payment or compounds with his creditors, or is adjudged insolvent or any analogous event occurs under the laws of any jurisdiction; or

9.1.5 he is convicted of an offence involving dishonesty;

9.1.6 he ceases to be a Guarantee Member pursuant to these Articles;

9.1.7 he is removed from office pursuant to these Articles; or

9.1.8 by notice in writing delivered to the office or tendered at a meeting of the Directors, his resignation is requested by other Directors, being not less than two in number.

9.2 If the office of a Director is vacated for any reason, he shall cease to be a member of the Committee or any sub-committee of the Directors.

9.3 Removal of Directors by Ordinary Resolution

The Company in general meeting may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim the Director may have for damages for breach of any contract of service between him and the Company.

9.4 Appointment of Alternate Directors

Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

9.5 Notice of Appointment or Removal of Alternate Directors

Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

9.6 Entitlements and Powers of Alternate Directors

An alternate Director shall be entitled to receive notice of all meetings of the Directors and of all meetings of sub-committees of the Directors of which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence and shall be entitled to be paid expenses and to be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive remuneration from the Company for his services as an alternate Director. Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

10 **REMUNERATION, EXPENSES AND BENEFITS**

Remuneration

No Director shall receive any payment or other benefit from the Company other than any out-of-pocket expenses reasonably and properly incurred by him in connection with his attendance at meetings of the Directors or sub-committees of the Directors or general meetings and the conduct of the Company's business or in discharge of his duties as a Director or officer.

11 **POWERS AND DUTIES OF THE DIRECTORS AND COMMITTEE**

11.1 General Powers of Management Vested in the Directors

Subject to the provisions of the Statutes, the Memorandum of Incorporation and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum of Incorporation or these Articles and no such direction shall invalidate any prior act of the Directors, which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by these Articles and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

11.2 Sub-Committees

11.2.1 The Committee may appoint one or more sub-committees consisting of two or more individuals to perform any function or duty which in their opinion would

be more conveniently undertaken or carried out by a sub-committee provided that (unless the Directors otherwise resolve) at least one member of every sub-committee must be a Director and all acts and proceedings of any such sub-committee shall be fully and promptly reported to the Committee.

11.2.2 Any such delegation may be made subject to any conditions the Committee may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a sub-committee with two or more sub-committee members shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying.

11.2.3 No act, order or resolution of a sub-committee shall bind the Company unless it is done with the authority of the sub-committee, or is ratified by it.

11.3 Appointment of Agents

The Directors may, subject to any restriction thereon contained in the Statutes, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it may determine, including authority for the agent to delegate all or any of his powers. Such appointment may contain such provisions for the protection and convenience of persons dealing with the agent as the Directors may think fit and may authorise the agent to sub-delegate all or any of the powers vested in him.

11.4 Requirements for Power of Attorney

A power of attorney shall be signed by at least two Directors or in such manner and by such person(s) as the Directors may from time to time determine.

12 **PROCEEDINGS OF THE DIRECTORS AND THE COMMITTEE**

12.1 Directors' Meetings

Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and a secretary (if appointed) at the request of a Director shall, call a meeting of the Directors. All other Committee members, who are not also Directors (for the purpose of this Clause 12, "**Non-Director Committee Members**"), have a right to attend.

12.2 Voting

12.2.1 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote and should vote, where applicable, to maintain the status quo.

12.2.2 Each question arising at a meeting shall be put to the Committee as a whole for its input. The Directors must take into consideration the views of the Non-Director Committee Members when making their decision but shall not be bound to follow any Committee decision.

12.2.3 Should the Directors decide not to follow the advice of the Committee, the Directors' decision shall be final.

12.3 Quorum

The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be five.

12.4 Directors Below Minimum by Reason of Vacancies

The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

12.5 Appointment of Chairman

The Directors may appoint one of their number to be the Chairman of the Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of the Directors at which he is present. But if there is no Director holding the office of Chairman, or if the Director holding such office is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors may appoint one of their number to be Chairman of the meeting.

12.6 Validity of Acts of Directors

All acts done by a meeting of the Directors, or of a sub-committee of the Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

12.7 Resolutions in Writing

A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Directors or of a sub-committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a sub-committee of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

12.8 Telephone Meetings of the Directors

All or any of the Directors, Committee members or any sub-committee of the Directors may participate in a meeting of the Directors or the respective sub-committee by means of a conference telephone or any equipment, which allows all persons participating in the meeting to speak to and hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum for so long as he is able to speak to and hear the other participants. Such a meeting is deemed to be held in the place in which the Chairman of the meeting is present.

12.9 Determination of Questions as to Right to Vote

If a question arises at a meeting of the Directors or of a sub-committee of the Directors as to the right of a Director to vote, the question may, before the conclusion

of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

13 **DIRECTORS' INTERESTS**

13.1 Personal Interest

Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a sub-committee the Director concerned must:

13.1.1 declare such interest at or before discussion begins on the matter;

13.1.2 withdraw from the meeting for that item of business unless expressly invited to remain in order to provide information; and

13.1.3 withdraw during the vote and have no vote on the matter.

13.2 For the purposes of this Article 13 a Director shall be taken to be interested in a matter if his spouse or any child below the age of 18 years or stepchild below the age of 18 years of his is interested.

13.3 The Company shall keep a register for the purposes of this Article 13 and whenever the Company receives information from a person in consequence of the fulfilment of an obligation imposed on him by this Article 13, it is under obligation to inscribe in the register, against that person's name, that information and the date of the inscription.

14 **CONSULTATION WITH THE COMMITTEE**

14.1 The Committee

14.1.1 The Directors will consult with the Committee on all and any aspects of the running of the Company, including but not limited to:

14.1.1.1 the management and administration of the Company;

14.1.1.2 the administration of the finances of the Company; and

14.1.1.3 the audit of the accounts of the Treasurer.

14.1.2 A person who ceases to hold office as a member of the Committee shall be eligible for re-election to the office.

14.1.3 The Committee or Directors may appoint sub-committees, and may delegate to any such sub-committee, any of their responsibilities under this Article 14.1.

14.1.4 The Committee shall meet on at least six occasions a year and on such occasions as the Chairman considers necessary, at such time, on such day and at such place as the Chairman may appoint.

14.2 The Chairman

14.2.1 The Chairman of the Company shall be entitled to act as the chairman of any meeting of the Company.

14.2.2 The Chairman may only serve for a total period of three years, except where there is a majority vote by the Directors to extend such term for a further period.

14.2.3 The Chairman shall not have a vote at any of the meetings held by the Company, but in the event of an equality of votes, he shall have a casting vote.

14.3 The Secretary

The Secretary shall be responsible for:

14.3.1 the discharge of all secretarial work and for the keeping of all records relating to the Company;

14.3.2 convening all meetings of the Directors; and

14.3.3 recording the minutes of all meetings of the Directors, in addition to supplying copies of the minutes to all of the Committee members.

14.4 The Treasurer

The Treasurer shall be responsible for:

14.4.1 all monies received by, and belonging to, or expended by, the Company;

14.4.2 ensuring all monies belonging to the Company are kept in such bank account as the Directors may direct;

14.4.3 keeping proper records of all financial transactions of the Company;

14.4.4 the making of such payments as may be authorised by the Directors;

14.4.5 when so required by the Directors, Committee or by any Company meeting, giving any explanation as to any of the monies received, belonging to, or expended, by the Directors;

14.4.6 recording the assets and liabilities of the Company;

14.4.7 making provision for the holding and safeguarding of any securities held by the Directors;

14.4.8 as soon as possible after the thirty first day of October of each year, preparing a statement of accounts in respect of the year ending on that day;

14.4.9 submitting full audited accounts to the Directors at the last Directors' meeting prior to the annual general meeting each year; and

14.4.10 presenting audited accounts at the annual general meeting and also making these accounts available to all Guarantee Members of the Company upon request.

14.5 The President/Vice-President

14.5.1 The President and Vice-President shall be ex officio members of the Committee.

14.5.2 The President, or in his or her absence, the Vice-President, shall preside at any annual general meeting or extraordinary general meeting. If both are absent, then the Chairman of the Company will preside.

14.5.3 Neither the President, nor the Vice-President, are permitted to vote at any meetings of the Company.

15 **ORDINARY MEMBERS**

15.1 Any organisation, or individual shall be eligible to apply for membership as an Ordinary Member of the Company. An Ordinary Member will benefit from the objectives of the Company.

15.2 The application will be subject to such terms and conditions as the Committee shall determine. Each Ordinary Member which is an organisation or body shall be required to appoint from among their members, a representative whose name shall be given to the Secretary.

15.3 The Committee shall have the responsibility of considering and deciding upon, all applications for membership as an Ordinary Member.

15.4 Any individual, or organisation, who has their application for membership refused by the Committee, will have the right to appeal to, and be heard by, the Committee.

15.5 Any decision taken by the Committee in relation to an application or an appeal, shall be final.

15.6 For the avoidance of doubt, no Ordinary Member shall (in such capacity) have any voting right in the Company, nor shall be entitled to attend or be counted in the quorum at any annual general meeting or extraordinary general meeting of the Company.

16 **RULES**

16.1 The Directors may from time to time make such rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership for Guarantee Members and Ordinary Members, and in particular but without prejudice to the generality of the foregoing, they may by such rules regulate:

16.1.1 the admission and classification of Guarantee Members and Ordinary Members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated;

16.1.2 ethical standards to be observed by Directors and Directors of the Company on Company business;

16.1.3 the conduct of Guarantee Members of the Company in relation to one another and to the Company's employees;

16.1.4 the setting aside of the whole or any part of or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

16.1.5 the procedure at general meetings and meetings of the Directors and sub-committees of the Directors in so far as such procedure is not regulated by these Articles; and

16.1.6 generally, all such matters as are commonly the subject matter of the Company rules.

16.2 The Company in general meeting shall have power to alter, add to or repeal the rules and the Directors shall adopt such means as they think sufficient to bring to the notice of Guarantee Members and Ordinary Members of the Company all such rules, which shall be binding on all Guarantee Members and Ordinary Members of the Company.

16.3 No rule made under Article 16.1 shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Incorporation of the Company or these Articles.

17 **SEALS**

17.1 Common Seal

The Directors may resolve that the Company shall have a common seal. However, if the Company has a common seal, it shall only be used by the authority of the Directors or of a sub-committee of the Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by either two Directors or one Director and the Company Secretary (if a Company Secretary has been appointed).

17.2 Official Seal for Use Abroad

The Company may have for use in any territory, district or place outside the Island of Guernsey an official seal in the form prescribed, and to be affixed in accordance with the Statutes and the resolution of the Directors to the extent permissible under the Statutes.

18 **MINUTES**

18.1 Minute Books

The Directors shall cause minutes to be made in books kept for the purpose:

18.1.1 of all appointments of officers made by the Directors; and

18.1.2 of all proceedings at meetings of the Company, of the Directors and Committee, and of sub-committees of Directors, including the names of those present at each such meeting.

19 **INCOME OF THE COMPANY**

Application

The income and receipts of the Company shall be applied solely towards the promotion of the objects of the Company as the Directors may from time to time think fit (and in particular the Directors shall have power to transfer all or any part of such income to trustees to be applied by them for the advancement of the objects of the

Company in such manner as they shall think best) provided that nothing in these Articles shall permit the payment of any remuneration to any Guarantee Member, officer or servant of the Company.

20 **ACCOUNTS**

20.1 Audit

Unless the Guarantee Members resolve otherwise by unanimous resolution, the Company's accounts shall be audited.

20.2 Financial Year

The financial year of the Company shall end on the thirty first of October in each year.

20.3 Records to be Kept

The Directors shall cause to be kept accounting records which are sufficient to show and explain the Company's transactions, and such as to disclose with reasonable accuracy at any time the financial position of the Company and to enable the Directors to ensure that its balance sheet and profit and loss account are prepared properly and in accordance with the Statutes.

20.4 Inspection of Records

No Guarantee Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Statutes, ordered by a court of competent jurisdiction, authorised by the Directors or by ordinary resolution of the Company.

21 **NOTICES**

21.1 Form of Notices

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

21.2 Service of Notices

The Company may give any notice to a Guarantee Member:

21.2.1 personally;

21.2.2 by sending it by post in a prepaid envelope addressed to the Guarantee Member at his registered address;

21.2.3 by leaving it at the registered address; or

21.2.4 by sending it by electronic mail to the number or address supplied by the Guarantee Member for the purpose of serving notices on him.

21.3 Deemed Notice

A Guarantee Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

21.4 Time When Notice Deemed Served

Any notice shall be deemed to have been served in the case of posting in the Bailiwick of Guernsey to an address in the Channel Islands, the United Kingdom or the Isle of Man, on the second day following the date of posting and in the case of posting in the Bailiwick to an address elsewhere, on the third day following the date of posting. In the case of service of any notice by electronic mail such notice shall be deemed to have been served immediately after it was transmitted.

21.5 Proof of Service

In proving service of any notice by post it shall be sufficient to prove that the notice was properly addressed, stamped and posted. In the case of service of any notice by electronic mail it shall be sufficient to prove receipt by the sender of a confirmed transmission report.

22 **WINDING UP**

22.1 Dissolution

22.2 Any resolution to voluntarily wind up the Company may be passed at an extraordinary general meeting provided that:

22.2.1 the requirements of the Statutes are satisfied;

22.2.2 the terms of the proposed resolution are received by the Secretary at least 21 days prior to the extraordinary general meeting; and

22.2.3 at least 14 days notice of the proposed resolution shall be given in writing by the Secretary to all Guarantee Members.

22.3 A resolution voluntarily winding up the Company shall give instructions for the disposal of assets held by, or for, the Company, provided that if any property remains after the satisfaction of all debts and liabilities, such property shall be given or transferred to another charitable institution having objects similar to the objectives of the Company or failing that the Association of Guernsey Charities for general charitable purposes.

22.4 Distribution of Surplus

Clause 13 of the Memorandum of Incorporation of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

22.5 Distribution of Assets Otherwise than in Cash

The liquidator may divide amongst the persons entitled on the dissolution of the Company, in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such

purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between those persons. The liquidator may vest the whole or any part of such assets upon such trusts for the benefit of those persons as the liquidator shall think fit.

23 **INDEMNITY**

- 23.1 The Directors and other officers of the Company shall be indemnified out of the assets of the Company to the fullest extent permitted by the Companies (Guernsey) Law, 2008 from and against all actions, costs, charges, losses, damages and expenses which they or any of them may incur or sustain by reason of any contract entered into or any act done, concurred in or omitted, in or about the execution of their duty or supposed duty or in relation thereto.
- 23.2 The Directors may without the sanction of the Company in general meeting authorise the purchase or maintenance by the Company for any officer or former officer of the Company of any insurance which is permitted by the Statutes in respect of any liability which would otherwise attach to such officer or former officer.