

**COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED)
NON-CELLULAR COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM AND ARTICLES OF INCORPORATION
OF
THE ASSOCIATION OF GUERNSEY CHARITIES LBG**

ADOPTED AT A MEMBERS' EGM ON 5TH DECEMBER 2022

Companies (Guernsey) Law 2008 as amended

(the "**Companies Law**")

NON CELLULAR COMPANY LIMITED BY GUARANTEE WITH AN UNLIMITED SHARE
CAPITAL AND UNRESTRICTED OBJECTS

MEMORANDUM OF INCORPORATION

1. The company's name is "**The Association of Guernsey Charities LBG**" (the "**Company**").
2. The Company's registered office is situated in Guernsey in care of the home or business address of the Chair.

3. The Company is a non-cellular company with liability limited by guarantee, and shall not have a share capital.
4. Every Guarantee Member of the Company severally undertakes to contribute the amount of £1 (the "**Guaranteed Amount**") to the Company's assets if it should be wound up while that person is a 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 Guarantee Members among themselves.
5. The liability of Guarantee members is limited. Association Members have no liabilities whatsoever.

6. Objects

6.1. The principal objects of the Company shall be:

- 6.1.1. To encourage charitable and community work in the Bailiwick of Guernsey through the co-operation and co-ordination of activities between charitable organisations and the discussion and exchange of ideas regarding voluntary service to the community;
- 6.1.2. To encourage co-operation between charity members of the Association (the "**Association Member**")
- 6.1.3. To provide practical support to Association Members as may be required from time to time.
- 6.1.4. To receive charitable donations (the "Donations") from whatever source, at the Board's discretion;
- 6.1.5. To administer and distribute the Donations for the benefit of the Association Member;
- 6.1.6. To do all such things as are incidental or may be thought conducive to the attainment of all or any of the above objects.
- 6.1.7. Provided always that the Company's activities shall be conducted exclusively for the purposes of charity as such expression is defined in section 40(k) of The Income Tax (Guernsey) Law 1975 as amended (the "Objects").

7. In furtherance of the Objects, but not otherwise, the Company shall have power:

- 7.1. to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may appear convenient.
- 7.2. to accept any gift of property, whether subject to any special trust or not, for any purpose within the principal objects.
- 7.3. to take such steps by personal or written appeals, public meetings or otherwise as may be expedient for the purpose of procuring contributions to the funds of the Company.
- 7.4. to publish any books, leaflets or periodicals.
- 7.5. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Company.
- 7.6. to co-operate with other authorities, bodies companies or persons (whether public or private) for purposes calculated to attain the Objects.

- 7.7. to take such steps as may seem expedient for the purpose of making the inhabitants of Guernsey aware of the aims, objects and activities of the Company or for procuring contributions to the funds of the Company.
- 7.8. to promote or carry out research, to provide advice and to print, publish or distribute information, books, leaflets and periodicals.
- 7.9. to employ or engage (paid or unpaid) such agents, advisors or staff (not being a Director) as are necessary for the proper pursuit of the Objects and to pay pensions and superannuation to staff and their dependants.
- 7.10. to enter into contracts, agreements and arrangements with any person for the carrying out by such person on behalf of the Company of any of the Objects;
- 7.11. to remunerate any person rendering services to the Company whether by cash payment or otherwise as may be thought expedient, subject to clauses 9 and 10 of this Memorandum of Incorporation;
- 7.12. to sell, lease, mortgage or otherwise deal with all or any part of the property of the Company;
- 7.13. to borrow and raise money and secure its repayment in any manner and to give guarantees;
- 7.14. to invest the funds of the Company in or upon such investments, securities or property as may be thought fit and to employ investment managers;
- 7.15. to subscribe to any local or other charities and make grants to individuals and to give donations for any public purpose;
- 7.16. to establish and support, and to aid in the establishment and support of, any other association formed to promote all or any of the Objects;
- 7.17. to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Company;
- 7.18. to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of anybody with which the Company is authorised to amalgamate;
- 7.19. to transfer all or any part of the property, assets, liabilities and engagements of the Company to anybody with which the Company is authorised to amalgamate;
- 7.20. to establish subsidiary companies or to acquire an interest in any firm or company or enter into partnership or into any agreements for sharing profits or for co-operation or for mutual assistance;
- 7.21. to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration for the Company;
- 7.22. to provide indemnity insurance to cover the liability of the Directors or officers of the Company which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty in relation to the Company; Provided that any such insurance shall not extend to any claim arising from any act or omission which the Director or officer knew to be a breach of trust or breach of duty or which was committed by the Director or officer in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors or officers or any of them in their capacity as directors of the Company;

- 7.23. to carry on any trade or business which is calculated to facilitate or is conducive or incidental to the attainment of the Objects (or any of them).
- 7.24. to do all such things as may be deemed incidental or conducive to the attainment of the Objects (or any of them).
8. None of the powers in clause 7 shall be restrictively construed but the widest interpretation shall be given to each of such powers, and none of these powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other power or 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 members of the Company, and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.
10. Nothing in this Memorandum of Incorporation shall prevent any payment in good faith by the Company providing always that payments made by the Company under this section 10 shall have the prior approval of the board of directors
- 10.1. of reasonable and proper remuneration for any services rendered to the Company by any Director, member, officer or servant of the Company;
- 10.2. of fees, remuneration or other benefits in money or money's worth to any company of which a Director may also be a member holding not more than 1 per cent part of the issued capital of that company.
- 10.3. of reasonable and proper rent for premises let by any member of the Company.
- 10.4. to any Director of reasonable out-of-pocket expenses.
- 10.5. of the usual professional charges for business done by any Director who is an advocate, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or her or their appointment or remuneration, or that of his or her partner, is under discussion.
- 10.6. of interest on money lent by any member of the Company or Director at a reasonable and proper rate per annum not exceeding 2 per cent above the publishing base lending rate of a clearing bank to be selected by the Directors.
11. 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 members but shall be given or transferred to another body the objects of which are charitable and for the benefit of disadvantaged people in the Bailiwick of Guernsey
12. Any provision of this Memorandum of Incorporation may be amended:
- 12.1. permitted by the Law, by ordinary resolution of the Company; and
- 12.2. in all other cases, by special resolution of the Company

We the subscribers to this Memorandum of Incorporation wish to form the Company pursuant to this memorandum; and I agree that I will be a member with limited liability to the Guaranteed Amount as set out in section 7(2)(a) of the Companies Law.

FOUNDER MEMBERS	ADDRESS	SIGNATURE
Wayne Bulpitt	1 st Floor Tudor House Le Bordage St Peter Port Guernsey GY1 1DB	_____
Peter Rose	Les Anguillieres Route de la Rocque St. Peters Guernsey GY7 9LS	_____

Date 5th December 2022

COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED)
NON-CELLULAR COMPANY LIMITED BY GUARANTEE

ARTICLES OF INCORPORATION

OF

THE ASSOCIATION OF GUERNSEY CHARITIES LBG

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Articles:	means these Articles of Incorporation, as altered from time to time;
Association Member:	means a person whose name is entered in the Register as an Association Member of the Company, as described in Article 5 below and " Membership " shall be construed accordingly;
Company:	means The Association of Guernsey Charities LBG;
Director:	means a person appointed as a director of the Company in accordance with the Law and these Articles;
Guarantee Member:	means a person whose name is entered in the Register as a Guarantee Member of the Company, and shall be included within the term " Membership " along with Association Members;
Interested:	in relation to a Director, has the meaning given to that term in section 167;
Law:	means the Companies (Guernsey) Law, 2008 as amended;
Member:	means either a Guarantee Member or an Association Member;
Memorandum:	means the Memorandum of Incorporation of the Company, as altered from time to time;
Office:	means the registered office of the Company for the time being;
Ordinary Resolution:	means a resolution of the Company passed in accordance with section 176;
Register:	means the register of members to be kept pursuant to section 123;
Regulations	means The Charities etc. (Amendments, Exemptions, Governance and Specified Amount)(Guernsey and Alderney) Regulations 2022
Secretary:	means any person appointed to that position and entered into the register of secretaries, as determined by the Directors;
Special Resolution:	means a resolution of the Company passed in accordance with section 178; and
Statutes:	means 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 they apply to the Company including, for the avoidance of doubt, the Law.

1.2 The table of contents, headings and descriptions relating to sections of the Law are inserted for convenience only and shall be ignored in construing these Articles.

- 1.3 In these Articles, save where the context requires otherwise:
- (a) the singular includes the plural and vice versa;
 - (b) reference to any legislation or to any provision of any legislation (including regulations and orders) includes:
 - (i) that legislation or provision as from time to time amended, re-enacted or substituted; and
 - (ii) any statutory instruments, regulations, rules and orders issued under that legislation or provision;
 - (c) “written” and “in writing” include any form of reproducing words, figures and symbols in a visible form;
 - (d) words importing a particular gender only shall include any other gender; and
 - (e) 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.
- 1.4 Unless the context requires otherwise, words and expressions defined or explained in the Law and not otherwise defined in Article 1.1 have the same meaning in these Articles.
- 1.5 Where any word or expression is defined in these Articles, any corresponding grammatical form of that word or expression has a corresponding meaning.
- 1.6 Unless otherwise stated:
- (a) References to an Article or clause are to the relevant Article within this document.
 - (b) References to sections are to sections of the Law.

2. STANDARD ARTICLES DISAPPLIED

- 2.1 The standard articles of incorporation referred to in the Law are disappplied and replaced in their entirety by these Articles

3. NON PROFIT ORGANISATION STATUS

- 3.1 Neither the Board nor the Company in general meeting shall permit the payment of a dividend, or make a non-cash distribution, or capitalise profits and distribute those capitalised profits to any Member or Members whilst the Company is and remains a non-profit organisation.
- 3.2 Article 3.1 shall not be varied or revoked without notification having been given by the Company to the Registrar of Charities (or such other regulator of non-profit organisations within Guernsey) of the intention to remove or revoke this Article.

4. GUARANTEE MEMBERS

- 4.1 The Guarantee Members upon the incorporation of the Company shall be the persons who have subscribed to the Memorandum.
- 4.2 Any other persons or corporations as may desire to be admitted to Guarantee Membership may be elected by the Board to be Guarantee Members of the Company, provided that such persons and corporation have signed a written consent to become a Guarantee Member.

- 4.3 In Article 4.2 the expression "corporation" shall be deemed to include any body corporate, any local or other public authority and any unincorporated association which the Board may elect to membership.
- 4.4 Any Guarantee Member may terminate his membership of the Company by notice in writing served on the Company and thereupon he shall be deemed to have resigned and his name shall be removed from the Register, provided that the Company shall always have a minimum of two Guarantee Members.
- 4.5 The continuing Guarantee Members may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed as the minimum number in Article 4.4, the Members in General Meeting may act for the purpose of filling vacancies or of summoning a general meeting of the Company, but for no other purpose.
- 4.6 If any Guarantee Member shall fail in the observance of these Articles or of any regulations of the Board made under any powers vested in them or for other serious and sufficient reason the Board may convene an extraordinary general meeting of the Company for the purpose of considering a Special Resolution for the expulsion of such Guarantee Member and in the event such Special Resolution is passed the name of such Guarantee Member shall be removed from the Register and he shall thereupon cease to be a Member.
- 4.7 A Guarantee Member has no greater power or voting rights than an Association Member other than as provided for in Article 10.7.

5. ASSOCIATION MEMBERS

- 5.1 Any organisation, service club or other body or group of persons in the Bailiwick of Guernsey engaged in providing service to the community or in fund-raising activities for charitable objects, which is currently registered as a Charity or a Non-Profit Organisation with the Guernsey Registry, shall be eligible to apply for Association Membership of the Association ("**Association Member**")
- 5.2 Application for Association Membership shall be made to the Secretary in such form as the Board may approve from time to time and publish on its website.
- 5.3 A subscription fee of such amount as fixed by the Board from time to time (the "Subscription Fee"), shall be payable on admission to Association Membership. An annual Association Membership fee may also be set by agreement at the AGM.
- 5.4 If the Board has had no contact with a representative of an Association Member for two consecutive years, the Board may declare the membership of that Association Member inactive. The Association Member can re-activate their membership at any time subject to the Board's approval. An inactive Association Member shall not be eligible for any allocation of Donations received, shall not receive any routine communications from the Board, and their membership details, including details shown online, will show them as currently inactive, but their other rights are not affected.
- 5.5 The Board shall have the power to refuse Association Membership to, or refuse to reactivate the Association Membership of, any applicant if it considers such membership to be inconsistent with the well-being or the objects of the Association.
- 5.6 The Board may approve the membership of any organisation which is not itself a Registered Charity or Non-Profit Organisation, which the Board believes is in the interests of the objectives of the Company.

6. REGISTER

- 6.1 The Company shall keep Registers of Guarantee Members and Association Members and make them available for inspection in accordance with the Law.

7. GENERAL MEETINGS

- 7.1 Unless the Members have passed a waiver resolution in accordance with section 201 waiving the requirement to have a general meeting of the Company, the Company shall hold annual general meetings in accordance with the Law.
- 7.2 All general meetings other than annual general meetings shall be called extraordinary general meetings. Extraordinary general meetings may be called by the Board in accordance with the Law and shall be called by the Board when required by the Members in accordance with the Law.
- 7.3 Any general meeting may be held in Guernsey or elsewhere as the Directors may from time to time determine.
- 7.4 The Annual General Meeting of the Company shall be held in each year within six months of the year-end of the Company to transact the following business:
- (a) To receive the reports of the Chair, the Vice Chair, and the Secretary
 - (b) To receive and review the financial statements of the Company and to receive the report of the Treasurer. The requirement under clause 254 of the Law for a formal audit of the company's financial statements are waived on a continuing basis until or unless rescinded at a General Meeting, as provided for in clause 255 of the Law. The financial statements will be independently inspected as provided for in items 11 and 12 of the Schedule to clause 4 of the Regulations.
 - (c) To elect individuals to the Board
 - (d) To transact any other business of which due notice has been given to the Secretary

8. NOTICE OF GENERAL MEETINGS

- 8.1 A general meeting may be called with at least fifteen business days' notice in writing (unless all Members entitled to attend and vote agree to a shorter notice period), or may be convened on the written request of not less than 25% of Members. The Notice shall specify the objects of the general meeting.
- 8.2 Provided that a quorum is in attendance at a general meeting an irregularity in a notice of that general meeting is waived if all Members in attendance in person agree to the waiver.
- 8.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

9. PROCEEDINGS AT GENERAL MEETINGS

- 9.1 No business shall be transacted at any meeting unless a quorum of ten Members (or 5% of the Members if lower) is present.
- 9.2 If a quorum as required above is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
- 9.3 A Director shall, notwithstanding that he is not a Member, be entitled to receive notice of, attend and speak at any general meeting.
- 9.4 The Chair of any meeting shall be the Chair of the Board or a Director nominated by the Board for the purpose.

- 9.5 The Chair may, with the consent of a 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 days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transaction. Otherwise it shall not be necessary to give any such notice.
- 9.6 Section 219 shall not apply to the Company and there shall be no requirement to make available to any meeting a list of the names and addresses of all Members.
- 9.7 A resolution put to the vote of a meeting shall be decided on a written or electronic vote submitted to the Secretary unless the Members present in person agree to a show of hands. Subject to the provisions of the Law, a poll may be demanded:
- (a) by the Chair;
 - (b) by at least three Members;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 9.8 A poll shall be taken as the Chair directs and he may appoint scrutineers (who need not be 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.
- 9.9 A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than 30 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 the vote and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
- 9.10 No notice need be given of a poll not taken immediately 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 days' notice shall be given specifying the time and place at which the poll is to be taken.
- 9.11 Any corporation which is Member of the Company may by resolution of its directors or other governing body authorise any person it thinks fit to act as its representative at any meeting of the Company, and that authorised person 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 Member of the Company.

10. VOTES OF MEMBERS

- 10.1 Guarantee Members and Association Members shall have equal voting rights except as provided for in 10.7 below.
- 10.2 In the case of an equality of votes, the Chair shall be entitled to a casting vote in addition to any other vote he may have.
- 10.3 Anything that may, in accordance with the provisions of the Statutes, be done by resolution passed at a general meeting of the Company may be done by resolution in writing in accordance with the Statutes.
- 10.4 Subject to the Statutes a resolution proposed as a written resolution by the Directors Members of the Company shall be put to Members in such a manner as the Directors may determine provided that a copy of the resolution is accompanied by a statement informing

each Member how to signify agreement to the resolution in accordance with the Statutes and the date by which the resolution must be passed, which may be determined by the Directors in their absolute discretion, provided that in the absence of any such decision, the written resolution shall lapse after 60 days from the date that the resolution is first circulated.

- 10.5 A written resolution executed by or on behalf of a Member may be evidenced by letter, facsimile or in any particular electronic form or otherwise as the Directors may from time to time approve.
- 10.6 A Member may participate in a meeting of the Company 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 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 Chair of the meeting is present.
- 10.7 Where a Members' vote is required which would incur liabilities to the Company, Guarantee Members have the right to veto such a Resolution. Such a veto must be agreed between all Guarantee Members present in person at the meeting.

11. PROXIES

- 11.1 An instrument appointing a proxy shall be in writing executed by or on behalf of the 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.
- 11.2 An instrument appointing a proxy is only valid if it is:
- (a) sent to the Company's registered office;
 - (b) sent by email to the email address nominated by the Company if the Board resolves to accept proxy appointments by email,

and is received by the Company at least 24 hours before the time of the meeting.

- 11.3 If the Board resolves under Article 11.1 to accept proxy appointments email then the notice of general meeting must contain the nominated email address.
- 11.4 Submission of an instrument of proxy shall not preclude a Member from attending and voting at the meeting or any adjournment of that meeting.

12. APPOINTMENT AND REMOVAL OF DIRECTORS

- 12.1 The first Directors of the Company shall be appointed upon the incorporation of the Company in the application for incorporation. All subsequent Directors shall be appointed by Ordinary Resolution, provided that the Board may also appoint Directors in accordance with Article 12.7. Two or more persons may be appointed as Directors by a single resolution or notice. There shall be no maximum number of Directors and the minimum shall be three who must be unrelated persons.
- 12.2 The Board must include a Chair, Vice Chair, Treasurer and Secretary
- 12.3 The majority of Directors must be Guernsey resident.
- 12.4 Directors may serve a term of five years, following which they are eligible for re-election to the Board. Upon retirement, the Chair is not eligible to stand for re-election to the Chair but may stand for re-election to another Board position.
- 12.5 No Director may serve more than three terms of five years in office, consecutive or otherwise, following which they must retire from the Board.

12.6 Board members

- (a) Must be persons of integrity and probity who have suitable and appropriate skills and experience
- (b) Have a duty to act in good faith at all times, with a general duty of care
- (c) Have a duty to act only in accordance with the powers afforded by this Memorandum and Articles of Incorporation
- (d) Have a duty to ensure there are measures in place to enable the Company to achieve its purpose and objectives effectively, to fulfil its other obligations under this governing document and to discharge any legal obligations to which it is subject
- (e) Have a duty to review the activities of the Company, as well as the performance of the Board, from time to time to ensure that the Company continues to achieve its purpose and objectives effectively, to fulfil its other obligations under this governing document, and to discharge any legal obligations to which it is subject
- (f) Have a duty to take all reasonable measures with the objective of ensuring that the financial position of the Association is satisfactory and prudent for the Company's mission and objectives

12.7 The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

12.8 The office of Director shall be vacated if a Director:

- (c) resigns from office by notice in writing to the Company;
- (d) is absent from three consecutive meetings of the Board without leave of or by arrangement with the Board and the other Directors resolve that the Director should be removed;
- (e) ceases to be a Director by virtue of any provision of the Statutes or he becomes prohibited or disqualified by law from being a director;
- (f) has his affairs declared "en désastre" or a preliminary vesting order is made against his Guernsey realty, he becomes bankrupt, suspends payment or compounds with his creditors, or is adjudged insolvent or any analogous event occurs under the laws of any jurisdiction;
- (g) is removed from office by an Ordinary Resolution; or
- (h) by notice in writing delivered to the offices or tendered at a meeting of the Directors his resignation is requested by all other Directors.

12.9 Until a note of the removal is made in the minutes of the Directors, the Director's acts as a Director shall be effectual as if the office were not vacated.

13. DIRECTORS' REMUNERATION AND EXPENSES

13.1 The Directors shall not be entitled to remuneration.

13.2 The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

14. DIRECTORS' INTERESTS

14.1 A Director shall comply with the provisions of section 162 (relating to disclosure of interests of Directors) but failure to comply with that section does not affect the operation of Article 14.2.

14.2 Notwithstanding any rule of law or equity to the contrary, but subject to section 163 (relating to avoidance of transactions in which a Director is Interested) and section 260(4) (prohibiting a director from acting as auditor of a company), a Director may:

- (i) contract with the Company in any capacity;
- (j) be a party to any transaction with the Company;
- (k) have any direct or indirect personal involvement or Interest in any transaction or arrangement to which the Company is a party or in which it is otherwise directly or indirectly Interested or involved;
- (l) become a director or other officer of, or otherwise Interested in, any corporation promoted by the Company or in which the Company may be directly or indirectly interested as a shareholder or otherwise; and
- (m) retain any remuneration, profit or benefits in relation to any of the foregoing,

and no contract or arrangement of any kind referred to in this Article may be avoided by reason of a Director's Interest.

14.3 A Director who is Interested in a transaction entered into, or to be entered into, by the Company may:

- (n) not vote on any matter relating to the transaction;
- (o) not attend that part of a meeting of the Board at which any matter relating to the transaction arises and be included among the Directors present at the meeting for the purposes of a quorum;
- (p) sign a document relating to the transaction on behalf of the Company with the authority of the remaining Board members; and
- (q) not do any other thing in his or her capacity as a Director in relation to the transaction,

15. POWERS OF DIRECTORS

15.1 The business affairs of the Company shall be managed by, or under the direction or supervision of, the Board.

15.2 The Board may exercise all the powers of the Company which are not required, either by the Law or these Articles, to be exercised by the Members.

15.3 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or grant security over its assets, undertaking, property and capital, or any part thereof, and to issue securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

15.4 The Board may delegate to any committee of Directors, a Director, an employee of the Company or to any other person, any one or more of its powers which it is lawfully entitled to delegate.

15.5 The Company may exercise the power conferred by section 118 to appoint a person as its attorney, either generally or in relation to a specific matter. Any power of attorney may contain such provisions for the protection of persons dealing with the attorney as the Board

thinks fit, and may also authorise any attorney to delegate all or any of the powers, authorities and discretions invested in the attorney. Any power of attorney given by the Company shall be valid if executed under the common signature of the Company (if it has one) or in the manner specified in the resolution of the Board authorising the granting of the power of attorney in question.

- 15.6 The Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any other such company or subsidiary undertaking (including, without limitation, for conduct amounting to negligence, default, breach of duty or breach of trust).
- 15.7 The Secretary shall arrange for minutes to be made in books provided for the purposes of:
- (a) all appointments of officers of the Company;
 - (b) the names of the Directors present at all meetings of the Company, and of the Directors and of committees of the Directors; and
 - (c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of the Directors.

16. PROCEEDINGS OF DIRECTORS

- 16.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Each Director shall be entitled to cast a single vote. In case of an equality of votes, the Chair shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, call a meeting of the Directors.
- 16.2 The quorum necessary for the transaction of the business of the Directors shall be three Directors. For the purposes of this Article an alternate appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.
- 16.3 The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed as a quorum, the continuing Directors may act for the purpose of filling vacancies or of summoning a general meeting of the Company, but for no other purpose.
- 16.4 The Directors may elect a Chair of their meetings and determine the period for which he is to hold office; but if no such Chair is elected, or if at any meeting the Chair is not present within five minutes of the time appointed for holding that meeting, the Directors present may choose one of their number to be Chair of the meeting.
- 16.5 All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any member of the Board or person so acting, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 16.6 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a

meeting of the Directors duly convened and held, and may consist of several documents in the like form signed by any one or more of the Directors.

- 16.7 All or any of the Directors may participate in a meeting of the Directors or of a committee of the Directors 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 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 Chair of the meeting is present.
- 16.8 If a question arises at a meeting of the Directors or of a 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 Chair of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

17. ALTERNATE DIRECTORS

- 17.1 Any Director (other than an alternate director) may appoint any other Director, or any other person approved by resolution of the Board and willing to act, to be an alternate director and may remove from office an alternate director appointed by him.
- 17.2 The appointment of an alternate director shall terminate on the happening of any event which if he were a Director would cause him to vacate office or if his appointor ceases to be a Director.
- 17.3 An alternate director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any meetings at which the Director appointing him is not personally present and generally to perform all functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 17.4 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.
- 17.5 Except 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.

18. SECRETARY

- 18.1 One of the Directors shall be appointed to the role of Secretary by the Board. The Secretary must be unrelated to the Chair or the Treasurer. The duties and powers of the Secretary are set out variously in this Memorandum and Articles of Incorporation.
- 18.2 To the extent not otherwise set out herein the duties and powers of the Secretary are
- (a) To keep records and minutes of all meetings of the Company and the Board
 - (b) To issue all notices of meetings of the Company and the Board
 - (c) To perform such other duties as ordinarily pertain to the office

19. TREASURER

- 19.1 One of the Directors shall be appointed to the role of Treasurer by the Board. The Treasurer must be unrelated to the Chair or the Secretary.
- 19.2 The duties and powers of the Treasurer are

- (a) to keep the books of account of the Company and to prepare the financial accounts for presentation of the Board at their regular meetings, and to the Members at the Annual General Meeting as provided for in Article 7.4(b) above.
- (b) To maintain bank accounts holding all the funds received by the Company
- (c) To collect monies due to the Company and pay them into the Company's bank account
- (d) To arrange for the payments of any accounts due to be paid to the Company and ensure that payments are made in accordance with the Bank Mandate
- (e) Perform other duties as ordinarily pertain to the office

20. COMMON SIGNATURE

- 20.1 The common signature of the Company shall be the name of the Company with the addition of the signatures of one or more officers of the Company authorised generally or specifically by the Board for that purpose, or any other person authorised by the Board from time to time for these purposes; or

21. NOTICES

- 21.1 A notice may be given by the Company to any Member in any manner specified in section 523 and the provisions of sections 523 to 526 and schedule 3 of the Law shall apply to any notices so given.
- 21.2 All Members are deemed to have agreed to accept communication from the Company by electronic means and to receive documents from the Company by means of a website unless the Members notify the Company otherwise. Notice under Article 21.1 must be in writing and signed by the Member and delivered to the Office or such other place as the Board directs.

22. INDEMNITY

- 22.1 The Directors, Secretary and other officers or employees of the Company shall be indemnified out of the assets of the Company to the fullest extent permitted by the Law 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, provided that this Article shall not be deemed to provide for, or entitle any person to, indemnification to the extent that it would cause this Article, or any part of it, to be treated as void under the Law.