

## **Guernsey Disability Alliance LBG (The “Company”)**

Addendum to the Governing Documents (“the Governing Documents”) dated 6<sup>th</sup> November 2018.

Adopted by the Membership on 31<sup>st</sup> May 2023.

The Governing Documents for the Company are the Memorandum of Incorporation (the “Memorandum”) and Articles of Incorporation (the “Articles”). The Companies (Guernsey) Law, 2008 as amended (“the Law”) [Companies-\(Guernsey\)-Law-2008-\(Consolidated-text\).pdf \(gfsc.gg\)](#) also applies to the Company.

This addendum amends the Governing Documents to comply with Section 4 of the Charities etc. (Amendments, Exemptions, Governance, and Specified Amount) (Guernsey and Alderney) Regulations 2022 and the Schedule thereto and should be read in conjunction with the Governing Documents which are attached.

### **1. Name of the Organisation**

The name of the Company is the “**GUERNSEY DISABILITY ALLIANCE LBG**”.

### **2. Legal Status**

Section 3 of the Memorandum currently states:

“3. The Company is a non-cellular company with liability limited by guarantee.”

In Section 3 of the Memorandum after “guarantee” add:

“registered with the Guernsey Registry Charities Register under reference CH41 and the Guernsey Registry Companies Register under reference 55102”.

### **3. Purpose, Mission, and Objectives**

Section 4 of the Memorandum lists the purpose, mission and objectives (the “Objects”)<sup>1</sup>.

The Memorandum also sets out the Company’s powers within section 5.

### **4. Relationship to Other Non-Profit Organisations**

In section 5 of the Memorandum after paragraph 5.6 add the following paragraph.

“5.7 The Company may

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<sup>1</sup> The original Memorandum objectives were replaced following the AGM on 6<sup>th</sup> July 2016 to include reference to the UNCRPD the Memorandum and Articles were subsequently totally replaced following the AGM on 6<sup>th</sup> November 2018.

- a. campaign with and/or act on behalf of other NPOs or organisations who have mutual objectives including Members of the Company; and
- b. be an affiliate member of umbrella NPOs, networks and other organisations

to assist in the attainment of the Company's Objects."

## **5. Arrangements Governing Dissolution of the Company**

Section 11 of the current Memorandum provides for how any surplus should be dealt with on winding up the Company.

Section 20 of the current Articles provides for other arrangements on dissolution of the Company.:

## **6. Rules Covering Administration of Assets**

Section 7 of the current Memorandum covers the use of income and property.

Section 18 of the current Articles relates to the income and receipts of the Company.

## **7. Rules Governing the Amendment of the Governing Document**

Part IV of the Law applies to the Company in relation to "Alterations of Memorandum and Articles".

Under paragraph 13.1 of the current Articles concerning the Powers and Duties of the Executive no alteration of the Memorandum or Articles shall invalidate any prior act of the Executive.

## **8. The Nature or Identity of Members**

Part X of the Law applies to the Company in relation to its members.

Paragraph 10 of the current Memorandum states the maximum number of Members shall be 5000."

Under the Articles:

Section 1 defines "Member" and "Member Representative";

Section 4 provides the rules for "Membership"; and for ease of reference paragraph 4.2 includes:

4.2...."Subject to any further requirements imposed by the Executive, Membership shall generally be open to individuals and organisations representing the interests of disabled people in the Bailiwick of Guernsey."

Section 5 provides the rules for "Retirement and Disqualification of Members".

## **9. Membership Rules Such as Eligibility, Suspension and Expulsion**

As in 8 above Part X of the Law applies to the Company in relation to its membership. Section 4 of the current Articles sets out requirements of membership and Section 5 sets out the rules for retirement and disqualification of Members.

## **10. Rules Concerning Frequency of and Proceedings at Members' Meetings**

Part XIII of the Law applies to the Company in respect of resolutions and meetings.

Section 7 of the current Articles sets out the requirements to hold General Meetings for Members'

## **11. The Rights of Members to Elect Whether the Annual Financial Statements Should be Independently Audited or Examined**

Under Section 256 of the Law the Company has passed a waiver resolution to be exempt from the requirement under section 255 to have its accounts audited. The audit waiver is subject to the requirements under the Law. The audit waiver will be considered from time to time by the Executive and recommendations made to the membership.

Paragraph 16.5 of the current Articles shall be deleted and replaced with:

“16.5 The financial year of the Company shall end on the last day of December in each year and, provided an audit waiver is in place, the independently reviewed accounts shall be presented by the Hon. Treasurer to the Executive at its first annual general meeting after that date. The independent reviewer shall be a qualified accountant. If no audit waiver is in place the accounts must be audited before presentation to the Executive.”

## **12. The Rights of Members to See the Annual Financial Statements Within a Reasonable Period Following the End of the Accounting Period**

Section 251 of the Law applies to the Company under which it must send a copy of its accounts to each member of the company within 12 months after the end of the financial year to which they relate.

The new paragraph 16.5 in 11 above makes it clear that financial statements will be presented to the next annual general meeting of members after an independent review (or audit, if no waiver exists) would have been conducted.

## **13. The Process by Which the Executives are Determined**

Part XI of the Law applies to the company in relation to Directors.

Section 11 of the current Articles sets out provisions in relation to the appointment and election of Directors and the Executive of the company.

## **14. Duties and Powers of the Board or Committee**

The Directors of the Company have duties and powers under the Law.

Section 13 of the current Articles defines the powers and duties of the Executive.

## **15. Duties and Powers of the Chair or Equivalent**

Under section 13 of the Articles after paragraph 13.6 add the following paragraph:

“13.7 The Chair shall:

- a. chair the meetings of the Executive.
- b. act as the figurehead for the charity, representing it at functions and meetings, and in communication with the Media
- c. take the lead to ensure that Executive decisions are implemented
- d. take urgent action when there is no time to call an Executive meeting, such action to be ratified at the next Executive meeting.”

## **16. Duties and Powers of the Secretary or Equivalent**

In paragraph 16.1 of the current Articles after “whoever is presiding.” add:

“The Hon. Secretary’s primary roles are to:

- a. keep the register of Members up to date;
- b. organise and minute meetings of Members and the Executive; and
- c. deal with any correspondence.”

## **17. Duties and Powers of the Treasurer or Equivalent**

In paragraph 16.2 of the current Articles after “Executive.” add:

“The Hon. Treasurer shall be primarily responsible for stewardship of the charity’s finances. The Hon. Treasurer’s role is to keep the charity’s books of account and to advise the Executive about financial matters, and, in particular, on their financial responsibilities. The Hon. Treasurer will ensure that:

- a. invoices match corresponding payments and have been paid in accordance with payment instructions.
- b. appropriate checks are carried out on the provenance of donations and bona-fides of beneficiaries is undertaken where required by Anti Money Laundering laws.
- c. the Executive is presented with appropriate financial reports at Executive meetings.
- d. appropriate accounting disciplines are undertaken, e.g. reconciliation of bank accounts.

- e. annual accounts are produced, and independently verified as required by the Members in general meeting, for production to the Annual General Meeting of Members.”

## **18. Rules Concerning Frequency of, and Proceedings at Meetings of Board Members**

Proceedings of the Executive can be found in section 14 of the current Articles.

Approved by the members at the Extraordinary General Meeting held on 31<sup>st</sup> May 2023

Chair – Toni Gabrielle Jeannine de Kooker

Secretary – Jane Wonnacott

**THE COMPANIES (GUERNSEY) LAW, 2008**

**MEMORANDUM OF INCORPORATION**

**OF**

**GUERNSEY DISABILITY ALLIANCE LBG**

1. The Company's name is "GUERNSEY DISABILITY ALLIANCE LBG" (the "Company").
2. The Company's registered office is to be situated in Guernsey.
3. The Company is a non-cellular company with liability limited by guarantee.
4. The Company's objects (the "Objects") are to:-
  - 4.1. Raise awareness by undertaking the following:
    - a. Assisting, influencing and guiding, as reasonably practicable, the States of Guernsey to fulfil its duty under Article 8 (Awareness raising) of the United Nations Convention on the Rights of Persons with Disabilities ("The Convention"), and
    - b. Considering the needs of persons with disabilities when fulfilling day to day activities, and
    - c. Through direct measures (as resources allow), to
      - (i) Raise awareness throughout society, including at the family level, regarding persons with disabilities, and to foster respect for the rights and dignity of persons with disabilities;
      - (ii) Combat stereotypes, prejudices and harmful practices relating to persons with disabilities, including those based on sex and age, in all areas of life;
      - (iii) Promote awareness of the capabilities and contributions of persons with disabilities
  - 4.2. Foster respect for the rights and dignity of persons with disabilities in Guernsey;
  - 4.3. Be an influencing force to improve social inclusion and access for persons with disabilities and to campaign against social exclusion of persons with disabilities;
  - 4.4. Be an influencing force in establishing, and to campaign for the establishment of, reasonable protection under Guernsey law against unjust discrimination by reason of disability. This includes protection for carers, and other associates, against discrimination where that discrimination would result in unjust disadvantage to an associated disabled person. To raise awareness of the physical and social barriers which discriminate against persons with disabilities;
  - 4.5. To do all such lawful acts or things as are incidental, ancillary or necessary to the attainment of these Objects or any of them.
5. In furtherance of the Objects the Company shall have power to:

- 5.1. Co-operate with other charities, voluntary bodies, States of Guernsey departments and statutory authorities operating in furtherance of the Convention and the Objects of the Company or of similar charitable objects and to exchange information and advice with them;
- 5.2. Raise funds and ask for and receive contributions (including subscriptions, donations, legacies, grants and other gifts);
- 5.3. Employ such staff as are necessary for the proper pursuit of the Objects upon such terms as to remuneration and otherwise as the Executive shall decide;
- 5.4. Borrow or raise money in such manner and upon such terms as the Company shall think fit and, for the purpose of securing any debt or other obligation of the Company, to mortgage or charge all or part of the property or undertaking of the Company;
- 5.5. Undertake or accept any trusts or obligations; and
- 5.6. Do all such other lawful things as shall further the attainment of the Objects.
6. None of the powers in clause 5 shall be restrictively construed and the widest possible interpretation shall be given to each of these 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 by reference to or inference from the name of the Company.
7. 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.
8. The liability of the Members is limited to the amount they have agreed to contribute in this Memorandum or upon becoming a Member of the Company.
9. Every Member of the Company undertakes to contribute the amount of £1.00 ("**Guaranteed Amount**") to the Company's assets if it should be wound up while he or she 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 contributing Members among themselves.
10. The maximum number of Members shall be 5000.
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 some other body having charitable objects similar to the Objects of the Company.
12. The signature of the Company shall be:
  - 12.1. "**GUERNSEY DISABILITY ALLIANCE LBG**" with the addition of the signature(s) of one or more person(s) authorised generally or specifically by the Executive for such purpose; or
  - 12.2. the Common Seal of the Company (if any) countersigned by such person(s) as the Executive may at any time authorise in that behalf.

Dated 2012

**THE COMPANIES (GUERNSEY) LAW, 2008**  
**ARTICLES OF INCORPORATION**  
**OF**  
**GUERNSEY DISABILITY ALLIANCE LBG**

Adopted by Special Resolution of the Members of the Company at the 2018 Annual General Meeting held  
on 6 November 2018



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## 1. INTERPRETATION

1.1 In these Articles and the Memorandum of Incorporation of the Company the words standing in the first column of the table below shall bear the meanings set opposite to them if not inconsistent with the subject or context:

**"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 a period of 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"** means **"GUERNSEY DISABILITY ALLIANCE LBG"**;

**"Directors"** the directors from time to time of the Company appointed in accordance with the Law which shall include the Chairman, the Vice-Chairman and the Hon. Treasurer;

**"Executive"** the Directors and other officers of the Company elected in accordance with Article 7.5;

**"Guaranteed Amount"** the amount agreed to be contributed by each Member in accordance with the Memorandum and Article 3.

**"Law"** the Companies (Guernsey) Law, 2008;

**"Member"** a person whose name is entered in the Register as a guarantee member of the Company;

**"Member Representative"** each representative of a Member acting in accordance with Article 6;

**"Month"** a calendar month;

**"Office"** the registered office from time to time of the Company;

**"Register"** the register of Members of the Company to be kept pursuant to section 123 of the Law;

and

**"Seal"** any common or official seal that the Company may be permitted to have under the Law or either of them as the case may require. 3

1.2 Unless the context otherwise requires:

(a) words in the singular include the plural and vice versa;

(b) words importing any gender include all genders;

(c) a reference to a person includes a reference to a body corporate or an unincorporated body of persons;

(d) headings and notes are included only for convenience and shall not affect meaning;

(e) references to a document being "executed" include references to it being executed under hand or under seal or by any other method;

(f) references to "writing" include references to any method of representing or reproducing words in a legible and non-transitory form;

(g) 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;

(h) references to any legislation (including regulations and orders) include that legislation as from time to time amended, re-enacted or substituted; and

(i) words or expressions to which a particular meaning is given by the Law 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. STANDARD ARTICLES DISAPPLIED**

2.1. Any standard articles of incorporation referred to in section 16(3) of the Law that may now or in future be applicable to the Company are disapplied and replaced in their entirety by these Articles.

## **3. LIMITATION OF LIABILITY**

3.1. The liability of each Member shall be limited to the Guaranteed Amount, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he ceases to be a Member for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributing Members among themselves.

## **4. MEMBERSHIP**

4.1. The maximum number of Members which the Company is to have is 5000.

4.2. The subscribers to the Memorandum of Incorporation and such other persons as are admitted to membership in accordance with these Articles and entered in the Register shall be Members of the Company. No person shall be admitted as a Member of the Company unless he is approved by the Executive in their absolute discretion. Subject to any further requirements imposed by the Executive, Membership shall generally be open to individuals and organisations representing the interests of persons with disabilities in the Bailiwick of Guernsey.

4.3 Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form as the Executive may require from time to time, executed by the applicant.

4.4. The Executive may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to do so. In any such case the Executive must inform the applicant of the reasons for the refusal within 21 days of the decision. The Executive must consider any written representations received from the applicant as to a decision refusing membership. The Executive's decision following receipt of any written representations from an applicant must be notified to the applicant in writing and shall be final.

4.5 Membership shall not be transferable.

4.6. The Secretary shall keep the Register in accordance with the Law, and the Register shall be available for inspection in accordance with the provisions of the Law.

## **5. RETIREMENT AND DISQUALIFICATION OF MEMBERS**

5.1 Membership shall be terminated if:

- (a) a Member organisation ceases to exist or an individual Member dies (membership not being transferable);
- (b) a Member resigns by written notice to the Company unless, after the resignation, there would be less than one Member;
- (c) any sum due from a Member to the Company is not paid in full within six months of becoming due;

(d) a Member or Member Representative is removed from membership by a resolution of the Executive that it is in the best interests of the Company that the membership is terminated. A resolution to remove a Member from membership may only be passed if:

(i) the Member has been given at least 21 days' notice in writing of the meeting of the Executive at which the resolution will be proposed and the reasons why it is to be proposed; and

(ii) the Member organisation, Member Representative or individual member has been allowed to make representations to the meeting.

## **6. MEMBER REPRESENTATIVES**

6.1 Each Member which is an organisation or body corporate may be represented by up to two Member Representatives nominated by the Member and details of which (including any changes thereto) are notified to the Executive from time to time.

6.2 Member Representatives shall:

(a) communicate the plans and objects of the Company to their respective Member organisation and shall consult with, and represent the views of, the members of their Member organisation; and

(b) represent their Members at all general meetings of the Company.

6.3 If a Member Representative is unable to attend any general meeting of the Company he may arrange for a substitute Member Representative to attend in his place provided that he uses his best endeavours to inform the Hon. Secretary of the replacement in advance of the meeting.

## **7. GENERAL MEETINGS**

7.1 The Company shall hold annual general meetings in accordance with the requirements of the Law. Any general meeting other than the annual general meeting shall be called an extraordinary general meeting.

7.2 The Company must hold its first annual general meeting within 18 months of the date of its incorporation. Thereafter, an annual general meeting must be held in each subsequent year and not more than 15 months may elapse between successive annual general meetings.

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

7.4 The Executive may convene extraordinary general meetings and, on the requisition of Members pursuant to the Law, shall forthwith proceed to convene an extraordinary general meeting. Any requisition made by Members shall state the business of the meeting and the terms of any resolutions to be proposed.

7.5 At each annual general meeting the following members of the Executive shall be appointed:

(a) the Chairman;

(b) the Vice-Chairman

(c) the Hon. Treasurer; and

(d) the Hon. Secretary.

7.6 Members of the Executive shall be elected for a period of one year but are eligible for re-election. Members with disabilities will be encouraged to stand for office in order to achieve the aim of establishing an Executive composed of 50% or more of persons with disabilities.

## **8. NOTICE OF GENERAL MEETINGS**

8.1 Notice of the date, time and place of any general meeting shall be given to every Member at least 14 Clear Days before the day of the meeting, provided that all Member Representatives entitled to attend and vote at the general meeting may in any particular case agree that a general 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 notwithstanding that the meeting is called by less than 14 Clear Days' notice.

8.2 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.

## **9. PROCEEDINGS AT GENERAL MEETINGS**

9.1 No business shall be transacted at an annual or extraordinary meeting unless there is a quorum of four Members, including Executive officers, present.

9.2 If a quorum as required by Article 9.1 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 Executive may determine.

9.3 The Chairman or, in his/her absence the Vice-Chairman, shall preside at all meetings of the Company. In the event of the absence of both officers, the meeting shall elect an alternative Member of the Executive to preside.

9.4 The Chairman 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 14 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.

9.5 Section 219 of the Law 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.

9.6 Every matter shall be decided by a show of hands, but a poll must be conducted if requested by more than two Members.

9.7 Minutes of all general meetings shall be recorded and kept by the Hon. Secretary. At every general meeting the minutes of the previous meeting shall be read, or taken as read if pre-circulated and accepted.

9.8 The Executive may invite any person to attend any general meeting as an observer, but without power to vote.

9.9 A poll shall be taken as the Chairman 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.

9.10 A poll demanded on the election of a Chairman 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 Chairman 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 a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.

9.11 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.

## **10. VOTING**

10.1 At any general meeting Members or their Member Representatives are each entitled to one vote on each resolution put to a vote by the Executive, on both a show of hands and on a poll.

10.2 Member Representatives or their nominated substitute must be present in order to vote at a general meeting. Members cannot vote both as a Member Representative (or nominated substitute) and an individual Member. Individual Members cannot nominate a substitute. People who may be represented by a Member organisation may also join and vote as an individual Member.

10.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.

10.4 Anything that may, in accordance with the provisions of the Law, be done by resolution passed at a general meeting of the Company may be done by resolution in writing in accordance with the Law.

10.5 Subject to the Law a resolution proposed as a written resolution by the Executive or Members of the Company shall be put to Members in such a manner as the Executive 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 Executive 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.

10.6 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 Executive may from time to time approve.

10.7 The Members 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, whether personally or through an interpreter, to speak to and hear, or otherwise communicate with, 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 chairman of the meeting is present.

## **11. THE DIRECTORS AND THE EXECUTIVE**

11.1 The first Directors shall be appointed upon the incorporation of the Company in the application for incorporation under section 17 of the Law. The term of office of the first Directors shall expire at the first annual general meeting when elections for the Executive shall be held. Unless determined otherwise by the Company in general meeting, there shall be no maximum number of Directors and the minimum shall be one.

11.2 Subject as provided above, the election of Executive officers shall take place in the following manner:

(a) Election of the Executive officers shall be by nomination of the Members;

(b) Nominations for the Executive officers must be submitted duly proposed and seconded to the Hon. Secretary, in writing, at least 14 days prior to the date fixed for the holding of an annual general meeting;

(c) Both the proposer and seconder must be fully subscribed Members of the Company;

(d) In case there shall not be a sufficient number of candidates nominated, the Executive officers remaining in office may elect Members to fill the remaining vacancies; and

(e) If two or more candidates obtain an equal number of votes, the Chairman of the annual general meeting shall select by lot from the candidates the candidate who is to be elected.

11.3 The Executive shall have power at any time to appoint any person to fill a casual vacancy. A Director or Executive officer so appointed shall hold office until the next annual general meeting.

11.4 The office of Director or Executive officer shall be vacated if a Director or officer:

(a) resigns from office by notice in writing to the Company;

(b) is absent from three consecutive meetings of the Executive without leave of or by arrangement with the Executive and the other Executive officers resolve that the person should be removed;

(c) ceases to be a Director or officer by virtue of any provision of the Law or he becomes prohibited or disqualified by law from being a director or officer;

(d) 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;

(e) is removed from office by an ordinary resolution of the Company; or

(f) by notice in writing delivered to the Office or tendered at a meeting of the Executive his resignation is requested by all other Executive members.

11.5 Until a note of the removal is made in the minutes of the Executive, the Director’s or officer acts as an Executive member shall be effectual as if the office were not vacated.

11.6 The Executive shall have the right to suspend the membership to the Executive of any member, Member Representative or co-opted person for good and sufficient reason. The suspended member shall have the right of appeal either in writing or verbally to a general meeting of the Company.

11.7 The Executive may co-opt for the current year any person having special knowledge or experience relevant to the Objects of the Company or a representative of any organisation or authority having similar Objects to those of the Company.

11.8 The Executive may invite any person to attend any meeting of the Executive but without power to vote on any matter.

## **12. REMUNERATION, EXPENSES AND BENEFITS**

12.1 No Director or Executive officer 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 Executive or committees of the Executive or general meetings and the conduct of the Company’s business or in discharge of his duties as a Director or officer.

## **13. POWERS AND DUTIES OF THE EXECUTIVE**

13.1 Subject to the provisions of the Law, 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 Executive 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 Executive, which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Executive by these Articles and a meeting of the Executive at which a quorum is present may exercise all powers exercisable by the Executive.

13.2 The Executive may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

13.3 The Executive may appoint one or more 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 committee provided that (unless the Executive otherwise resolve) at least one member of every committee must be an Executive member and all acts and proceedings of any such committee shall be fully and promptly reported to the Executive.

13.4 Any such delegation may be made subject to any conditions the Executive 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 committee with two or more members shall be governed by these Articles regulating the proceedings of Executive so far as they are capable of applying.

13.5 The Executive may, subject to any restriction thereon contained in the Law, 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 Executive may think fit and may authorise the agent to sub-delegate all or any of the powers vested in him.

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

#### **14. PROCEEDINGS OF THE EXECUTIVE**

14.1 Subject to the provisions of these Articles, the Executive may regulate their proceedings as they think fit. Meetings of the Executive shall be called by the Chairman as often as he considers necessary and in the event of the office of Chairman being vacant shall be called by the Vice-Chairman and one other Executive member.

14.2 A Meeting of the Executive may also be called upon the requisition of four or more Executive members stating in writing the object of the meeting.

14.3 At least seven Clear Days' notice of Executive meetings shall be given to the members thereof.

14.4 The quorum for the transaction of the business of the Executive may be fixed by the Executive and unless so fixed at any other number shall be two Executive members.

14.5 Questions arising at a meeting of the Executive shall be decided by a majority of votes. In the case of an equality of votes the motion will be taken as lost.

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

14.7 All acts done by a meeting of the Executive, or of a committee of the Executive, or by a person acting as an Executive member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of an Executive member 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 an Executive member and had been entitled to vote.

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

14.9 All or any of the Executive members or any committee of the Executive may participate in a meeting of the Executive or the respective committee by means of a conference telephone or any equipment, which allows all persons participating in the meeting whether personally or through an interpreter, to speak to and hear, or otherwise communicate with, 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.

#### **15. EXECUTIVE MEMBER'S INTERESTS**



15.1 Every Executive member shall comply with the provisions of section 162 of the Law (relating to disclosure of interests of Directors) but failure to comply with that section does not affect the operation of clause 15.2.

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

(a) contract with the Company in any capacity;

(b) be a party to any transaction with the Company;

(c) 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;

(d) become a director or other officer of, or otherwise interested in, any corporation promoted by the Company or otherwise; and

(e) 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 clause may be avoided by reason of an Executive member's interest.

15.3 An Executive member who is interested in a transaction entered into, or to be entered into, by the Company may:

(a) vote on any matter relating to the transaction;

(b) attend a meeting of the Executive at which any matter relating to the transaction arises and be included among the Executive members present at the meeting for the purposes of a quorum;

(c) sign a document relating to the transaction on behalf of the Company; and

(d) do any other thing in his or her capacity as an Executive member in relation to the transaction, as if the Executive members were not interested in the transaction.

## **16. ADMINISTRATIVE ARRANGEMENTS**

16.1 Minutes of all meetings of the Executive shall be recorded and kept by the Hon. Secretary. At every meeting the minutes of the previous meeting shall be read, or taken as read if pre-circulated, and if accepted, signed by whoever is presiding.

16.2 The Hon. Treasurer shall be responsible for the proper keeping of the Company's accounts and shall have the power to give receipts for all monies paid to him and shall administer the funds in accordance with the instructions of the Executive.

16.3 The Executive shall maintain such banking accounts as it thinks fit as may be appropriate shall be paid forthwith all sums of cash for the time being belonging to the Company. Cheques shall be signed by any two of the three signatories of the account.

16.4 All sums of cash at any time standing to the credit of the said banking accounts and not required for immediate working purposes may be invested by the Executive in the name of the Company. Any such sum may be invested in securities for the time being authorised by law for the investment trust funds or in such other investments (including the purchase of freehold or leasehold land) as the Executive shall on the advice of its financial advisers given at the time of investment selected.

16.5 The financial year of the Company shall end on the last day in March in each year and the independently audited accounts of the Company shall be presented by the Hon. Treasurer to the Executive at its first annual general meeting after that date.

16.6 All the proper costs, charges and expenses of and incidental to the management of the Company shall first be defrayed out of the income of the Company.

16.7 Subject to the payments aforesaid the Executive shall as and when it thinks fit (but subject to any special trusts attached to any part of the funds of the Company) apply or cause to be applied the whole or any part of the income of the Company and may (subject as aforesaid) apply capital of the Company in furtherance of the Objects set out in the Memorandum of Incorporation.

## **17. SEALS**

17.1 The Executive may resolve that the Company shall have a common seal. If the Company has a common seal, it shall only be used by the authority of the Executive or of a committee of the Executive authorised by the Executive. The Executive may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by an Executive member and by the secretary or by a second Executive member.

17.2 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 Executive to the extent permissible under the Law.

## **18. INCOME OF THE COMPANY**

18.1 The income and receipts of the Company shall be applied solely towards the promotion of the Objects of the Company (and in particular the Executive 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 prevent the payment of reasonable and proper remuneration to any employee of the Company.

## **19. NOTICES**

19.1 A notice may be given by the Company to any Member in any manner specified in section 523 of the Law and the provisions of sections 523 to 526 and schedule 3 of the Law shall apply to any notices so given.

19.2 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 this Article 19.2 must be in writing and signed by the Member and delivered to the Office or such other place as the Board directs.

## **20. WINDING UP**

20.1 The Company may be wound up in accordance with the Law. Clause 12 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.

20.2 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 in the Executive upon such trusts for the benefit of those persons as the liquidator shall think fit.

## **21. INDEMNITY AND INSURANCE**

21.1 The Executive members 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 clause shall not be deemed to provide for, or entitle any person to, indemnification to the extent that it would cause this clause, or any part of it, to be treated as void under the Law.

21.2 The Company may provide indemnity insurance to cover the liability of the Executive members 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 Executive member knew to be a breach of trust or breach of duty or which was committed by the Executive member 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 Executive or any of them in their capacity as officers of the Company.