

THE COMPANIES (GUERNSEY) LAW, 2008
COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE
CAPITAL MEMORANDUM OF INCORPORATION

As amended by Special resolution on 17 February 2025

- 1 The company's name is FUTURE 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 Every 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.
- 6 The liability of each Member of the Company is limited to the amount guaranteed by that Member as specified in this Memorandum.
- 7 The Company's objects (the "Objects") are:
 - 7.1 To build Guernsey as a thriving, inclusive, sustainable, compassionate community fit to meet the challenges of the next generation.
 - 7.2 To improve the effectiveness of government in and governance of Guernsey by professionalising the practice of politics.
 - 7.3 To improve participation in Guernsey politics.
 - 7.4 To participate in and debate government policy and commission research to inform such debate.
 - 7.5 To do all other things necessary and ancillary to achieve the Objects.
- 8 In furtherance of the Objects, but not otherwise, the Company shall have the power (the "Powers"):
 - 8.1 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 Members of the Company;

- 8.2 nothing herein shall prevent the Company from employing staff or engaging contractors to achieve the Objects
- 8.3 Nothing herein shall prevent the Company from making payment to any officer or servant of the Company or to any Member, as reimbursement for reasonable out of pocket expenses in connection with the furtherance of their duties to the Company;
- 9 None of the 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. The widest interpretation shall be given to each of the Powers or Objects.
- 10 Upon incorporation the Founder Member[s] of the Company shall be the persons whose names appear below.
- 11 The Founding Member[s] wish to incorporate the Company.
- 12 The Company may make or alter:-
 - 12.1 any provision in this Memorandum relating to any matter mentioned by section 15(7) of the Law by special resolution; and
 - 12.2 any other provision in this Memorandum in the manner prescribed by the Law.
- 13 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 Members of the Company.
- 14 The maximum number of Members which the Company is to have is 10.
- 15 The signature of the Company shall be:-
 - 15.1 Future Guernsey LBG with the addition of the signature(s) of one or more person(s) authorised generally or specifically by the Board for such purpose; or
 - 15.2 the Common Seal of the Company (if any) countersigned by such person(s) as the Board may at any time authorise in that behalf.

THE COMPANIES (GUERNSEY) LAW, 2008
COMPANY LIMITED BY GUARANTEE

ARTICLES OF INCORPORATION
OF
FUTURE GUERNSEY LBG

Registered this 13 day of June 2024 with company number 73705

As amended by Special resolution on 19 November 2024

THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE

ARTICLES OF INCORPORATION

OF

FUTURE GUERNSEY LBG

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ANNEXE 1

THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE

ARTICLES OF INCORPORATION

OF

FUTURE GUERNSEY LBG

1. STANDARD ARTICLES

Any standard articles as may be prescribed by section 16(2) of the Law from time to time shall be excluded in their entirety.

2. INTERPRETATION

In these Articles if not inconsistent with the subject or context:

Words

Meanings

Accounts

means either individual accounts prepared in accordance with section 243 of the Law or consolidated accounts prepared in accordance with section 244 of the Law.

Articles

means these Articles of Incorporation as now passed and as at any time amended or replaced.

at any time

includes for the time being and from time to time.

Board

means the directors at any time or the directors present at a duly convened meeting at which a quorum is present.

Chair

any person designated by the Board as such.

clear days

in relation to the period of notice means that period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

financial year

- (a) firstly, the period beginning on the date on which the Company was incorporated and ending within eighteen (18) months of that date; and
- (b) thereafter, the period beginning on the day after its previous financial year ended and ending within eighteen (18) months of that date.

Founding Members

means the Members subscribing at incorporation.

Guaranteed Amount

the amount guaranteed by each Member for the purposes of section 7(2)(a) of the Law being, in the case of the Founding Members, and each subsequent Member admitted to membership, the sum of £[1.00] each.

Law

means the Companies (Guernsey) Law, 2008 as amended extended or replaced from time to time and including any ordinance, statutory instrument or regulation made thereunder.

Member	means a guarantee Member of the Company, for the avoidance of doubt including the Founding Members but excluding ordinary members.
Memorandum	means the memorandum of incorporation of the Company.
Office	means the registered office of the Company.
ordinary resolution	means a resolution passed by a simple majority in accordance with section 176 of the Law.
Proxy	includes attorney.
Register	means the register of Members kept pursuant to the Law.
Secretary	any person designated by the Board as such.
special resolution	means a resolution passed by a majority of not less than 75 per cent in accordance with section 178 of the Law.
Treasurer	any person designated by the Board as such.
unanimous resolution	means a resolution agreed to by every Member of the Company in accordance with section 180 of the Law.
waiver resolution	means a resolution passed by a majority of not less than 90 per cent in accordance with section 179 of the Law.
Working Day	means a day that is not a Saturday, a Sunday, Christmas Day, Good Friday or a day appointed as a public holiday by the States of Guernsey.

The singular includes the plural and vice versa.

Words importing persons include corporations.

References to writing include any mode of representing or reproducing words.

Subject to the above any words defined in the Law shall if not inconsistent with the subject or context have the same meaning in these Articles.

In the event of any conflict between these Articles and the mandatory provisions of the Law, the latter shall prevail.

Where a section of the Law is referred to and that section is amended or renumbered or supplemented, then the reference shall be deemed to refer to the same section as amended, renumbered or supplemented.

3. AMENDMENTS

The Memorandum and Articles may be amended in accordance with Part IV of the Law.

4. MEMBERSHIP

- 4.1 The Founding Members and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company.
- 4.2 The liability of each Member shall be limited to their respective Guaranteed Amounts.
- 4.3 In the case of joint membership, the survivors where the deceased was a joint Member shall be the only persons recognised by the Company as having any title to or interest in the deceased Member's membership.
- 4.4 Any person may signify by writing to the Secretary their desire to become a Member and, subject to Article 4(5) below, the Secretary shall then enter the name of such person in the books of the Company and on such entry such person shall become a Member accordingly.
- 4.5 No person shall be admitted as a Member of the Company unless they are approved by the majority of the Board at their sole discretion.
- 4.6 A Member may at any time withdraw their membership from the Company by giving at least twenty-eight (28) clear days' notice to the Company, provided that the Company shall always have a minimum of one Member. Membership shall not be transferable and, if applicable, shall cease on death.
- 4.7 Any conduct which, in the opinion of the Board, is either unworthy of a Member or injurious to the interest or name of the Company shall render that Member liable to removal as a Member by the Board PROVIDED THAT before removal of a Member the Board shall give that Member full opportunity to (i) explain their conduct, or (ii) withdraw from the Company in accordance with Article 4(6). Any removal of a Member pursuant to this Article 4(7) shall require the majority of the Board to vote in favour of the removal.
- 4.8 Every Member shall furnish the Secretary with an up to date address, which shall be recorded in the Company's Register. Any notice sent to such address shall be deemed to have been duly received.

5. MEETINGS OF MEMBERS

- 5.1 The first general meeting of the Company shall be held within eighteen (18) months of the date of incorporation as required by the Law and thereafter general meetings shall be held at least once in each subsequent calendar year in accordance with section 199 of the Law but so that not more than fifteen (15) months may elapse between one annual general meeting and the next. At each such annual general meeting shall be laid copies of the Company's most recent accounts, a directors' report, the auditor's report in accordance with section 252 of the Law (if applicable), and any such other reports as the Board may deem appropriate or necessary from time to time. Other meetings of the Company shall be called extraordinary general meetings.
- 5.2 The Board may whenever it thinks fit and shall on the requisition in writing of any Members who represent more than 10% of the total voting rights of all the Members having a right to vote at general meetings forthwith proceed to convene an extraordinary general meeting. A requisition shall be dated and shall state the object of the meeting and shall be signed by the requisitionists and deposited at the Office. Such meeting shall be called in accordance with section 204(1) of the Law.
- 5.3 If the Board does not proceed to cause a meeting to be held within twenty-one (21) days from the date of the requisition being deposited the requisitionists may convene the meeting.

- 5.4 A director is entitled to attend and speak at any general meeting and at any separate meeting of the Members regardless of whether that director is a Member. The chairperson of the general meeting may also permit other persons who are not Members and who are not otherwise entitled to attend and speak at general meetings to attend and speak at a general meeting.

6. NOTICE OF GENERAL MEETINGS

- 6.1 A general meeting of the Company (other than an adjourned meeting) must be called by notice of at least 10 clear days.
- 6.2 A general meeting may be called by shorter notice than otherwise required if all the Members entitled to attend and vote so agree.
- 6.3 Notices may be published on a website in accordance with section 208 of the Law.
- 6.4 Notice of a general meeting of the Company must be sent to:–
- (a) every Member; and
 - (b) every director.
- 6.5 In Article 6.4, the reference to Members includes only persons registered as a Member.
- 6.6 Notice of a general meeting of the Company must:–
- (a) state the time and date of the meeting;
 - (b) state the place of the meeting;
 - (c) contain the information required under section 178(6)(a) of the Law in respect of a resolution which is to be proposed as a special resolution at the meeting;
 - (d) contain the information required under section 179(6)(a) of the Law in respect of a resolution which is to be proposed as a waiver resolution at the meeting; and
 - (e) contain the information required under section 180(3)(a) of the Law in respect of a resolution which is to be proposed as a unanimous resolution at the meeting.
- 6.7 Notice of a general meeting must state the general nature of the business to be dealt with at the meeting.
- 6.8 Where, by any provision of the Law, special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the Company at least twenty-eight (28) clear days before the date of the meeting at which it is moved.
- 6.9 The Company must, where practicable, give its Members notice of any such resolution in the same manner and at the same time as it gives notice of the meeting.
- 6.10 Where that is not practicable, the Company must give its Members notice at least fourteen (14) clear days before the meeting either:
- (a) by notice in La Gazette Officielle; or
 - (b) in any other manner deemed appropriate by the Board.
- 6.11 If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date twenty-eight (28) clear days or less after the notice has been given, the notice is deemed to have been properly given, though not given within the time required.

- 6.12 In every notice calling a meeting of the Company there must appear a statement informing the Member of their rights to appoint a proxy under section 222 of the Law.
- 6.13 The accidental omission to give notice of any meeting to or the non receipt of such notice by any Member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 The quorum for a general meeting shall be three (3) or more Members present in person or by proxy provided that, if the Company shall have fewer than three (3) Members entitled to attend and vote at the meeting, the full number of Members present in person or by proxy (whether one (1) or two (2)) shall constitute a quorum.
- 7.2 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a general meeting at which a quorum is present shall be treated as having attended that meeting provided that the Members present at the meeting can hear and speak to the participating Member.
- 7.3 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates and all participants can hear and speak to each other shall be a valid general meeting which shall be deemed to take place where the chairperson of the general meeting is present unless the Members resolve otherwise.
- 7.4 If a quorum is not present the general meeting if convened by requisition shall be dissolved and if otherwise convened shall stand adjourned for fourteen (14) days at the same time and place and no notice of adjournment need be given.
- 7.5 The chairperson of any general meeting shall be elected by the Members present by an ordinary resolution and in the case of a deadlock shall be:
- (a) the Chair;
 - (b) in the absence of the Chair, then the Board shall nominate one of their number to preside as chairperson of the general meeting;
 - (c) if neither the Chair nor the nominated director is present at the meeting, then the directors present at the meeting shall elect one of their number to be the chairperson of the general meeting; or
 - (d) if only one director is present at the meeting, then they shall be chairperson of the general meeting.
- 7.6 The chairperson of the general meeting may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 7.7 At any general meeting, a resolution put to the vote shall be decided by a show of hands or by a poll at the option of the chairperson of the general meeting. Nevertheless before or on the declaration of the result a poll may be demanded either:
- (a) by the chairperson of the general meeting; or
 - (b) by not fewer than five Members; or
 - (c) by a Member or Members representing not less than 10 per cent of the total voting rights of all Members.

- 7.8 The demand for a poll may be withdrawn.
- 7.9 Unless a poll is demanded, a declaration by the chairperson of the general meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded.
- 7.10 A poll, if demanded, shall be taken at the meeting at which the same is demanded or at such other time and place as the chairperson of the general meeting shall direct and the result shall be deemed the resolution of the meeting.
- 7.11 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 a poll has been demanded.
- 7.12 If a poll shall be duly demanded on the election of a chairperson of the general meeting or on any question of adjournment, it shall be taken at once.
- 7.13 In the case of an equality of votes, the chairperson of the general meeting shall have a casting vote.

8. VOTES OF MEMBERS AND PROXIES

- 8.1 On a show of hands or on a poll every Member present in person or by proxy shall have one vote.
- 8.2 Votes may be given either in person or by proxy. A proxy must be a Member.
- 8.3 The instrument appointing a proxy shall be in writing under the hand of the appointor or if the appointor is a corporation under the hand of an officer of the corporation duly authorised. An instrument of proxy may be valid for one or more meetings and may confer general or specific authority.
- 8.4 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or such other venue as the Board may specify. Any such instrument appointing a proxy shall not be treated as valid unless the document is received:
- (a) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;
 - (b) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for taking the poll;
 - (c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded; or
 - (d) such later time as the Board may specify up to and including the time of the relevant meeting or the taking of the poll, as the case may be.

In calculating the periods mentioned above, no account shall be taken of any part of a day that is not a Working Day.

- 8.5 The instrument appointing a proxy may be in any form which the Board may approve.

9. WRITTEN RESOLUTIONS

- 9.1 Resolutions of the Members may be approved in writing if so determined by the directors or the Members in accordance with Part XIII of the Law and every Member voting thereon shall have one vote.

- 9.2 Notice specifying the proposed resolution in writing may be sent to Members by post or facsimile or such other telephonic or electronic means of written communications as the Board may, subject to the Law, determine.
- 9.3 Notwithstanding anything else contained herein (and in particular the method of sending the notice of and instrument for approving the written resolution to Members) all such instruments containing such approval shall be in writing and signed by the Member or Members in question. The signature of a Member shall be acceptable for such purposes if received by facsimile telephonic transmission or in any other way specified in the notice.
- 9.4 The accidental omission to give notice of any proposed written resolution to or the non-receipt of such notice by any Member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

10. APPOINTMENT AND REMOVAL OF DIRECTORS

- 10.1 The first directors of the Company shall be specified in the application for incorporation prepared in accordance with section 17 of the Law (the **Initial Directors**).
- 10.2 [The Board must include a Chair, Secretary and Treasurer.]
- 10.3 [The majority of the directors of the Company must be resident in Guernsey.]
- 10.4 The Board shall have power at any time to appoint any person eligible in accordance with section 137 of the Law to be a director either to fill a casual vacancy or as an addition to existing directors but so that the total number of directors shall not at any time exceed the number, if any, fixed pursuant to these Articles.
- 10.5 Each director shall hold office only until the next following annual general meeting and shall then be eligible for re-election.
- 10.6 No person other than a director retiring at a general meeting shall, unless recommended by the Board, be eligible for election by the Company to the office of director unless, not less than 14 clear days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Member duly qualified to attend and vote at the meeting for which such notice is given of their intention to propose such person for election together with notice in writing signed by that person of their willingness to be elected.
- 10.7 The Initial Directors shall, as soon as possible after incorporation of the Company, convene a board meeting (the **Inaugural Meeting**), *inter alia* to appoint additional directors and following such appointments the minimum number of directors shall at no time be fewer than three (3) unless otherwise determined by the Board.
- 10.8 Without prejudice to the powers of the Board the Members in general meeting may appoint any person to be a director either to fill a vacancy or as an addition to the Board.
- 10.9 Any director may, by notice in writing under their hand served upon the Company, appoint any person (whether a Member of the Company or not) as an alternate director to attend and vote in their place at any meeting of the directors at which they are not personally present or to undertake and perform such duties and functions and to exercise such rights as they could personally and such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions. Every such appointment shall be effective and the following provisions shall apply:
- 10.10 Every alternate director while they hold office as such shall be entitled:
- (a) to notice of meetings of the directors; and
 - (b) to attend and to exercise (subject to any restrictions) all the rights and privileges of their appointor at all such meetings at which their appointor is not personally present.

- 10.11 Every alternate director shall *ipso facto* vacate office if and when their appointment expires by effluxion of time or their appointor vacates office as a director or removes the alternate director from office as such by notice in writing under their hand served upon the Company.

11. POWERS AND DUTIES OF THE BOARD

- 11.1 The Company shall be managed by the Board, which shall have full power, authority and discretion on behalf of the Company.
- 11.2 The Board may exercise all such powers as are not required to be exercised by the Members in general meeting subject nevertheless to these Articles and to the Law and to such regulations as may be prescribed by the Members in general meeting but no regulation so made shall invalidate any prior act of the Board.
- 11.3 The Board may exercise all the powers of the Company to borrow money and to assign mortgage pledge or charge all or part of the property and assets of the Company.
- 11.4 The Board may:
- (a) at any time, by power of attorney given under the hand of such person or persons duly authorised by the Board in that behalf, appoint any person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney of the Company for such purposes and with such powers and discretions and for such periods and subject to such conditions as the Board may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any attorney as the Board may think fit and may also authorise any attorney to sub-delegate all or any of their powers and discretions; or
 - (b) appoint such other agents, managers and contractors with such powers to sub-delegate as it may deem fit from time to time; [or appoint any one of their members to the roles of Chair, Secretary and Treasurer with such powers, rights and responsibilities as the Board shall determine (or in respect of the Chair, Secretary and Treasurer as provided for under these Articles), provided that the same person shall not fulfil more than one of these roles].
- 11.5 The Board may arrange that any activity carried on by the Company or any other activity in which the Company may be interested shall be carried on by or through one or more subsidiary companies and the Board on behalf of the Company may make such arrangements as it thinks advisable for taking the profits or bearing the losses of any activity so carried on or for financing assisting or subsidising any such subsidiary company or guaranteeing its contracts or liabilities.
- 11.6 All cheques bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed drawn accepted endorsed or otherwise executed in such manner as the Board shall at any time determine.
- 11.7 The Board shall cause minutes to be made:–
- (a) of all appointments of officers;
 - (b) of the names of the directors present at each meeting of the Board and of any committee; and
 - (c) of all resolutions and proceedings at general meetings of the Company and meetings of the Board and of committees.
- 11.8 The Company shall keep records in accordance with section 228 of the Law and make them available for inspection by the directors and Members in accordance with section 231 of the Law.

12. CONFLICTS OF INTEREST

- 12.1 A director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose such interest to the Board in accordance with section 162 of the Law.
- 12.2 A Director is required to make a general disclosure to the Board if that director has an interest (as director, officer, employee, Member or otherwise) in a political party registered in Guernsey.
- 12.3 A director who is interested in a transaction entered into, or to be entered into, by the Company, may:–
- (a) vote on a matter relating to the transaction;
 - (b) attend a meeting of directors at which a matter relating to the transaction arises and be included among the directors present at the meeting for the purpose of a quorum;
 - (c) sign a document relating to the transaction on behalf of the Company; and
 - (d) do any other thing in their capacity as a director in relation to the transaction,
- as if the director was not interested in the transaction.
- 12.4 Subject to Article 12.5, a director is interested in a transaction to which the Company is a party if the director:–
- (a) is a party to, or may derive a material benefit from, the transaction;
 - (b) has a material financial interest in another party to the transaction;
 - (c) is a director, officer, employee or Member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;
 - (d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
 - (e) is otherwise directly or indirectly materially interested in the transaction.
- 12.5 A director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the director, at the request of the third party, in respect of a debt or obligation of the Company for which the director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.
- 12.6 A director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with their office of director on such terms as to tenure of office or otherwise as the directors may determine.
- 12.7 Subject to due disclosure in accordance with Article 12.1, no director or intending director shall be disqualified by their office from contracting with the Company as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any director is in any way interested render the director liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.
- 12.8 Any director may act by themselves or their firm in a professional capacity for the Company and they or their firm shall be entitled to remuneration for professional services as if they

were not a director PROVIDED THAT nothing herein contained shall authorise a director or their firm to act as auditor to the Company.

- 12.9 Any director may continue to be or become a director, managing director, manager or other officer or Member of any company in which the Company may be interested and (unless otherwise agreed) no such director shall be accountable for any remuneration or other benefits received by them as a director, managing director, manager or other officer or Member of any such other company.

13. DISQUALIFICATION OF DIRECTORS

- 13.1 A director shall cease to hold office:–

- (a) if they are removed from office by ordinary resolution of the Members;
- (b) if they are removed by written resolution of the other directors;
- (c) is not re-appointed following expiry of a fixed term of office;
- (d) if they (not being a person holding for a fixed term an executive office subject to termination if he ceases for any reason to be a director) resigns their office by written notice signed by them sent to or deposited at the Office;
- (e) if they shall have absented themselves (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of twelve months and the Board resolves that their office shall be vacated;
- (f) if they die or become of unsound mind or incapable;
- (g) if they become insolvent, suspend payments or compounds with their creditors; or
- (h) if they become ineligible to be a director in accordance with section 137 of the Law.

- 13.2 If the Members in general meeting remove any director before the expiration of their period of office they or the Board may appoint another person to be a director in their place, who shall retain their office for so long only as the director in whose place they are appointed would have remained a director if they had not been removed.

14. PROCEEDINGS OF DIRECTORS

- 14.1 The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chair (or chairperson elected pursuant to Article 14.2 if different) at the meeting shall have a casting vote.
- 14.2 The Chair shall be the chairperson of any meeting of the Board but 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 chairperson of the meeting.
- 14.3 A director in communication with one or more other directors so that each director participating in the communication can hear or read what is said or communicated by each of the others, is deemed to be present at a meeting with the other directors so participating and, where a quorum is present, such meeting shall be treated as a validly held meeting of the Board and shall be deemed to have been held in the place where the chairperson of the meeting is present.
- 14.4 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of directors participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the chairperson of the meeting is present unless the directors resolve otherwise.

- 14.5 A minimum notice of ten (10) clear days shall be given for meetings of the Board save that meetings may be convened at shorter notice if approved by a majority of the members of the Board.
- 14.6 A meeting of the Board at which a quorum is present shall be able to exercise all powers and discretions of the Board.
- 14.7 The continuing directors may act notwithstanding any vacancy.
- 14.8 The Board may delegate any of their powers to committees consisting of such one or more directors as they think fit. Any such committee shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- 14.9 Save for the Inaugural Meeting, the quorum necessary for the transaction of the business of the Board shall be three (3). The quorum necessary for the transaction of the business of a committee shall be fixed by the Board.
- 14.10 A resolution in writing signed by each director (or their alternate) entitled to receive notice of a meeting of the Board or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or committee. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the directors or members of the committee.

15. CHAIR

- 15.1 One of the directors of the Company shall be appointed to the role of Chair by the Board. The duties and powers of the Chair are to:
- (a) lead the Board;
 - (b) ensure smooth running of directors' meetings;
 - (c) promote good governance among fellow directors;
 - (d) provide supervision and support where applicable;
 - (e) act as a figurehead or spokesperson where required; and
 - (f) perform all other such duties and hold all powers as ordinarily pertain to the office, including those as set out throughout the Memorandum and these Articles.

16. SECRETARY

- 16.1 One of the directors of the Company shall be appointed to the role of Secretary by the Board. The duties and powers of the Secretary are to:
- (a) oversee the compliance of the Company and ensure the organisation is aware of its legal responsibilities;
 - (b) ensure that Board meetings are properly administered;
 - (c) ensure other meetings, such as the annual general meeting, and events are properly administered;
 - (d) monitor Board member action points; and
 - (e) perform all other such duties and hold all powers as ordinarily pertain to the office, including those as set out throughout the Memorandum and these Articles.

17. TREASURER

17.1 One of the directors of the Company shall be appointed to the role of Treasurer by the Board. The Treasurer must be unconnected to the Chair or the Secretary. The duties and powers of the Treasurer are to:

- (a) oversee the financial affairs of the Company and ensure they are legal, constitutional and within accepted accounting practice;
- (b) ensure proper records are kept and that effective financial procedures are in place;
- (c) monitor and report on the financial health of the organisation;
- (d) oversee the production of necessary financial reports/returns, accounts and audits, as applicable; and
- (e) perform all such duties and hold all powers as ordinarily pertain to the office.

18. AUTHENTICATION OF DOCUMENTS

Any director or the Secretary shall have power to authenticate any document relating to the Company (including the Memorandum and these Articles) and any resolutions passed by the Company or the Board and any books records documents and accounts of or relating to the Company and to certify copies or extracts as true copies or extracts.

19. COMMON SIGNATURE

The common signature of the Company may be either:

- (a) the name of the Company with the addition of the signature(s) of one or more of the directors or officers of the Company authorised generally or specifically by the Board for such purpose, or such other person or persons as the Board may from time to time appoint; or
- (b) if the Board resolves that the Company shall have a seal, it shall be affixed in such manner as these Articles or the Board may from time to time provide.

20. NOT FOR PROFIT

20.1 Company money must be held in the Company's bank account until paid or transferred as permitted by these Articles.

20.2 Income and property of the Company shall only be used for the Company's purpose and objects and none of the income or property of the Company or any portion thereof shall be paid, or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to any of the Members PROVIDED THAT nothing in these Articles shall prevent the payment in good faith by the Company of:

- (a) any payment to any Member who is a director, committee or sub-committee member in accordance with these Articles;
- (b) reasonable and proper remuneration for any services rendered to the Company by any Member (or by any company of which such person is a member);
- (c) reasonable and proper rent for premises let by any Member of the Company;
- (d) remuneration or other benefits in money or money's worth to any Member who is an employee of the Company (including without limitation by way of salary, bonus fee or other remuneration);

- (e) any premium for insurance to cover any indemnity given by the Articles to any Member, director or auditor of the Company;
 - (f) interest on money lent by any Member to the Company at a reasonable and proper rate per annum; or
 - (g) any other payments permitted by these Articles.
- 20.3 All payments above £1000 must be authorised by a minimum of two (2) unconnected Directors and the method of payment shall be at the discretion of the Board.

21. ACCOUNTS AND REPORTS

- 21.1 The Board shall maintain accounting records and issue reports in accordance with Part XV of the Law.
- 21.2 The Company's accounting records shall be kept:–
- (a) at the Company's Office; or
 - (b) at such other place as the Board thinks fit.
- 21.3 Account records (and, where returns are sent, returns) shall be kept by the Company for a period of at least six (6) years after the date on which they are made.
- 21.4 Accounting records (and, where returns are sent, returns) shall at all reasonable times be open to inspection by any Member, director, the Secretary or officer of the Company at the place at which they are kept.
- 21.5 The Board shall prepare a directors' report for each of the Company's financial years.
- 21.6 The directors' report must state the principal activities (if any) of the Company in the course of the financial year and may be in summary form.

22. AUDIT

Subject to section 256 of the Law, the Members may resolve to exempt the Company from the requirement to appoint auditors and the Members may rescind any such exemption in accordance with section 256 of the Law. Whilst the Company continues as an unaudited company the provisions of the Law in so far as they relate to the appointment of auditors the duties of auditors and to the report of auditors shall be suspended and cease to have effect.

23. NOTICES

- 23.1 A notice or other communication may be given by the Company to any Member either personally or by sending it by prepaid post addressed to the Member at their registered address (or, subject to Article 23.6, in electronic form) or if they desire that notices shall be sent to some other address or person to the address or person nominated for such purpose or via any other communication agreed with by the Company and the Member.
- 23.2 Any notice or other document, if served by post (including registered post, recorded delivery service or ordinary letter post), shall be deemed to have been served on the third clear day after the day on which the same was posted.
- 23.3 Service of a document sent by post shall be proved by showing the date of posting, the address thereon and the fact of pre-payment.
- 23.4 Any notice or other document, if transmitted by electronic communication, facsimile transmission or other similar means which produce or enable the production of a document containing the text of the communication, shall be regarded as served when it is received.

- 23.5 Any notice or other communication sent to the address of any Member shall, notwithstanding the death, disability or insolvency of such Member and whether the Company has notice thereof, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under them) in any such share.
- 23.6 All Members shall be deemed to have agreed to accept communication from the Company by electronic means in accordance with section 526 and Schedule 3 of the Law unless a Member notifies the Company otherwise. Notice under this Article must be in writing and signed by the Member and delivered to the Company's Office or such other place as the Board directs.

24. INDEMNITIES

- 24.1 The directors, Secretary and officers for the time being of the Company and their respective heirs and executors shall, to the extent permitted by section 157 of the Law, be fully indemnified out of the assets and profits of the Company from and against all actions expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts except such (if any) as they shall incur by or through their own negligence, default, breach of duty or breach of trust respectively and none of them shall be answerable for the acts receipts neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except the same shall happen by or through their own negligence, default, breach of duty or breach of trust.
- 24.2 The directors may agree to such contractual indemnities for the benefit of the Secretary, officers, employees and other agents and contracting parties as they may from time to time, deem fit.
- 24.3 Notwithstanding Article 24.1, the Board may purchase and maintain, at the expense of the Company, insurance for the benefit of the directors, Secretary, officers, employees and other agents and/or to cover corporate reimbursement of such directors, Secretary, officers, employees and other agents.

25. WINDING UP

- 25.1 The Company shall be wound up in any of the circumstances specified in the Law.
- 25.2 If upon the winding up, dissolution or voluntary strike off of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to any such other organisation with similar objectives to those of the Company as the Board or (if appointed) the liquidator shall decide.