

STATES OF JERSEY



ANDIUM HOMES LIMITED:ARTICLES OF ASSOCIATION

**Lodged au Greffe on 26th February 2024
by the Minister for Treasury and Resources
Earliest date for debate: 16th April 2024**

STATES GREFFE

PROPOSITION

THE STATES are asked to decide whether they are of opinion –

to approve the new Articles of Association of Andium Homes Limited, as set out in the attached Appendix.

MINISTER FOR TREASURY AND RESOURCES

REPORT

Background

The States Assembly, in approving P.33/2013: “The Reform of Social Housing”, under paragraph (a)(iv), agreed “the incorporation of States owned housing as a Company Limited by Guarantee wholly owned by the States of Jersey as set out in sections 3.38 to 3.47 of the attached Report;” (the “Report”).

Section 3.39 of the Report identified the States of Jersey as the sole Member and Guarantor of the new Housing Company, acting through the Minister for Treasury and Resources. Section 3.39 then states: “The role of the Member would be set out within the draft Articles of Association for the Housing Company which will be lodged for approval by the States, and within the proposed Transfer Agreement.”

In 2014 the States Assembly through adopting P.60/2014 approved the Memorandum and Articles of Association of Andium Homes Limited (“Andium”).

The Articles of Association of a company are the “*written rules about running the company agreed by the shareholders or guarantors, directors and the company secretary.*”¹ Therefore, the Articles contain requirements around the appointment and resignation of directors, proceedings of the directors and meeting provisions, which are in addition to the legislative requirements of, for example, the Companies (Jersey) Law 1991, as amended, and other legislation.

The Articles consequently are not the appropriate forum to include policy provisions which are better positioned in such forums as the Memorandum of Understanding, Ministerial policy plans and legislation.

Article 90 of the existing Andium Articles of Association provide that the Articles “shall not be amended other than by Report and Proposition properly lodged by the Guarantor (the States of Jersey) having consulted the Minister for Housing and passed by the States Assembly”.

New Articles of Association

Priority number 13 of the former Minister’s 2023 Ministerial Plan involves developing the governance arrangements for arm’s length bodies, which includes the States-owned entities (“SOEs”). Following the adoption of new Memoranda of Understanding with the wholly owned SOEs in May 2022, the Shareholder team commenced a project to review, draft and agree new Articles of Association for these same entities.

The objectives of the project to agree new Articles of Association were to:-

- Review the existing Articles in light of recent amendments to the Companies (Jersey) Law 1991, as some of the existing SOE Articles date back to 2004, and relevant reports and recommendations of the Comptroller and Auditor General;

¹ [Set up a private limited company: Memorandum and articles of association - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/362222/Setting-up-a-private-limited-company-Memorandum-and-articles-of-association-2016.pdf)

- Include modern corporate governance arrangements and provisions, ie notice periods of meetings, company seals, provision for electronic communications and virtual meetings;
- Bring consistency between the SOEs in terms of such matters as the appointment of directors and officers;
- Provide a measure of flexibility in relation to terms of office of directors to assist with effective board succession planning.

The project involved extensive engagement with the SOE Boards and the Minister is pleased to confirm that this was a wholly collaborative and constructive exercise.

As required by Article 90 of the existing Andium Articles of Association, it is confirmed that the former Minister for Housing and Communities was consulted through this process.

The Corporate Services Scrutiny Panel also received a briefing on the process observed and the changes to the Articles.

The proposed new Articles of Association for Andium, which have received the endorsement of the Andium Board, appear in the Appendix.

The new Articles of Association for the other wholly owned SOEs, which are broadly similar with appropriate bespoke arrangements for each SOE, will progressively be approved and adopted, working with the Boards of the SOEs and published. The one exception is The States of Jersey Development Company Limited, since the Articles of Association of that entity will similarly have to be presented for approval by the States Assembly.

Minister's recommendation

The Minister recommends that the Assembly approves the new Articles of Association for Andium.

Financial and staffing implications

There are no financial or staffing implications for the States arising from the adoption of this proposition.

Children's Rights Impact Assessment

A Children's Rights Impact Assessment has been prepared in relation to this proposition and will be accessible for review on the States Assembly website.

APPENDIX

New Articles of Association of Andium Homes Limited

**ARTICLES OF ASSOCIATION
of
ANDIUM HOMES LIMITED**

COMPANIES (JERSEY) LAW 1991
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
- OF -
ANDIUM HOMES LIMITED (the "Company")

PART 1

PRELIMINARY MATTERS

1. Defined Terms

1.1 In these Articles:

"**Articles**" means these articles of association, and "**Article**" means any one of these Articles;

"**Board**" means the board of Directors of the Company from time to time;

"**Board Meeting**" means any meeting of the board of Directors of the Company duly convened and held in accordance with these Articles;

"**Business Day**" has the meaning given to "working day" in Article 96(4B) of the Law;

"**Chair**" means the chairperson of the Company appointed pursuant to Article 5.4;

"**Chief Executive**" means the person appointed in accordance with these Articles as the Chief Executive from time to time;

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

"**Committee**" means any committee appointed by the Directors pursuant to Article 10;

"**Director**" means a director of the Company and includes any person occupying the position of director, by whatever name called;

"**Electronic**" and "**Electronic communication**" have the meanings given to them in the Electronic Communications Law;

"**Electronic Communications Law**" means the Electronic Communications (Jersey) Law 2000;

"**Finance Director**" or "**Chief Financial Officer**" means the person appointed in accordance with these Articles as the Director responsible for the financial function of the Company from time to time;

"**Guarantor**" means the States acting through the Minister for Treasury and Resources in accordance with the Transfer Law;

“Guarantor’s Appointee” means the Independent Director nominated by the Guarantor;

“Independent Director” means a Director who is not a Tenant and who is appointed pursuant to Article 5;

"Law" means the Companies (Jersey) Law 1991;

"Memorandum" means the memorandum of association of the Company;

“Non-Executive Director” means a Tenant Director or an Independent Director;

"Office" means the registered office of the Company;

"Ordinary Resolution" means a resolution passed by the Guarantor that is not required under the Law to be passed as a Special Resolution;

"Seal" means (as applicable in the context) any common, branch, securities or other seal of the Company;

"Secretary" means any person appointed to perform the duties of secretary to the Company and includes an assistant, deputy or joint secretary;

"Special Resolution" has the meaning given in the Law.

"States" means the States of Jersey;

“States Connected Person” means any person who is a member, officer or employee of the States (which for these purposes shall not include an employee with a non-managerial post apart from a housing employee);

“Tenant” means an individual who holds a tenancy or lease of a residential property from and occupies a property belonging to the Company;

“Tenant Director” means a Director who is a Tenant and who is appointed pursuant to Article 5 ; and

Transfer Law means the Social Housing (Transfer) (Jersey) Law 2013.

2. Interpretation

2.1 In these Articles:

- (a) words importing the singular include the plural and vice versa;
- (b) the word "may" is permissive and the word "shall" is imperative;
- (c) the word "including" and its derivatives (such as "include" and "includes") means "including without limitation";
- (d) the word "signed" includes a signature or representation of a signature affixed by mechanical, Electronic or other means;
- (e) the words "in writing" and "written" include written, printed, faxed, photographed, transmitted by Electronic means or any other mode of representing or producing words

in a visible form;

- (f) a reference to a "person" includes an individual, firm, company, partnership, incorporated or unincorporated body, corporation or association, trust, body corporate, joint venture, consortium, state or government agency or authority, and any other body or entity of any kind (in any such case, whether or not having separate legal personality), and such person's successors;
- (g) a reference to a statutory provision includes a reference to any amendment, modification, extension, re-enactment or replacement of it from time to time in force, and any subordinate regulation, order or analogous provision made under it;
- (h) a reference to an agreement or document (including reference to these Articles) includes reference to such agreement or document as from time to time amended, modified, extended, re-documented or replaced;
- (i) all references to time are to Jersey time unless an alternative jurisdiction is specified;
- (j) where a word or phrase is given a particular meaning or interpretation, other forms of that word or phrase have corresponding meanings or interpretation; and
- (k) the headings are for ease of reference only and shall not affect the construction or interpretation of these Articles.

3. Exclusion of the Standard Table

The Standard Table in the Companies (Standard Table) (Jersey) Order 1992 does not apply to the Company and is excluded in its entirety.

PART 2

DIRECTORS

Directors' Appointment and Removal

4. Number of Directors

4.1 Unless otherwise determined by Special Resolution, the Board shall comprise a maximum of 9 Directors at any one point as follows:

- a minimum of 4 and a maximum of 6 Directors shall be Independent Directors, one of whom shall be the Chair and the Guarantor's Appointee (should the Chair not be the Guarantor's Appointee one shall be appointed within the maximum number of Directors);
- a minimum of 1 and a maximum of 2 Directors shall be Tenant Directors;
- the Chief Executive of the Company; and
- the Finance Director or Chief Financial Officer of the Company.

4.2 The purported appointment of a Director which would cause any maximum number of Directors to be exceeded, shall be invalid.

- 4.3 No Director other than a Tenant Director shall be a Tenant.
- 4.4 In the event that, for whatever reason, there is no individual currently serving as the Guarantor's Appointee, the Board shall be entitled to operate and continue as if a Guarantor's Appointee was in place and its decisions shall not be invalidated by virtue of the absence of a Guarantor's Appointee.

5. Appointment of Directors

- 5.1 Any person who is willing to act as a Director and who is permitted by law and these Articles to do so, may be appointed as a Director:
- (a) by Ordinary Resolution; or
 - (b) by a resolution of the Directors.
- 5.2 No person shall be eligible for appointment as Chair unless they are recommended by the Board.
- 5.3 For the purposes of these Articles, the Chair shall be an independent non-executive Director.
- 5.4 The Chair shall be appointed by the Guarantor on the recommendation of the Board.
- 5.5 Subject to Article 6, the Independent Directors and the Tenant Directors shall be appointed for periods of up to three years duration.
- 5.6 No Director shall be a States Connected Person.

6. Termination of appointment

- 6.1 Unless otherwise specified by the terms of their appointment, a Director shall hold office until they:
- (a) resign by notice in writing signed by the Director and delivered to the Company;
 - (b) are disqualified or otherwise prohibited by law from acting as a Director;
 - (c) become bankrupt or makes any arrangement or composition with their creditors generally;
 - (d) become physically or mentally incapable of acting as a Director in the opinion of a registered medical practitioner by whom they are being treated;
 - (e) are removed from office by a resolution passed by (or written notice signed by) at least two-thirds of all the other Directors from time to time;
 - (f) in the case of a Tenant Director they cease to be a Tenant provided that this Article 6.1(f) shall not apply in respect of a Tenant Director temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to the Tenant Director's home or temporarily ceasing, for a period of no more than one calendar month, to be a Tenant as a result of such Tenant moving to a different property of the Company;
 - (g) are a Tenant Director and is (in the reasonable opinion of a majority of the Board) in

serious breach of their obligations as a Tenant;

- (h) are an Independent Director and are or become a Tenant;
- (i) completes their fixed term of office and has not been reappointed;
- (j) except in respect of the Chief Executive and the Finance Director or Chief Financial Officer, has served on the Board for more than nine years in total;
- (k) become a Stated Connected Person; or
- (l) are removed by the Guarantor pursuant to Article 6.2

6.2 The Guarantor shall have the power to remove and appoint any Director (except the Chief Executive and the Finance Director or Chief Financial Officer) at any time by notice in writing to the Secretary. Every such appointment or removal shall take effect immediately.

6.3 When a Director ceases to hold that office for any reason, they shall automatically cease to be a member of any Committee to which they has been appointed.

7. Executive officers

7.1 The Directors may appoint one or more of their number who is willing to act:

- (a) as managing director; or
- (b) to any other executive office of the Company,

upon such terms, including as to remuneration, and for such periods as the Directors may resolve.

7.2 The appointment of a Director to an executive office shall terminate:

- (a) automatically if they cease to be a Director; or
- (b) if the Directors so resolve at any time,

but without prejudice to any claim for damages for breach of any contract between such Director and the Company.

Directors' Powers and Responsibilities

8. Directors' general authority

8.1 Subject to the Law, the Memorandum and these Articles:

- (a) the business of the Company shall be managed by the Directors who may exercise all the powers of the Company for that purpose; and
- (b) the Directors may regulate their proceedings as they think fit.

8.2 The Guarantor may, by Special Resolution, direct the Directors to take, or refrain from taking, any specified action. No such Special Resolution, and no amendment to the

Memorandum or these Articles, shall invalidate any prior act of the Directors which was valid before the passing of the resolution or the making of the amendment.

8.3 No Director shall be entitled to appoint another Director or any person to act as an alternate director in their place.

9. Directors may delegate

9.1 Subject to these Articles, the Directors may delegate any of their powers:

- (a) to such person or Committee;
- (b) by such means (including by power of attorney);
- (c) to such extent;
- (d) in relation to such matters or territories; and
- (e) otherwise on such terms and conditions,
as they think fit.

9.2 If the Directors so specify, any such delegation may authorise sub-delegation of the delegated powers by any person or Committee to which they are delegated.

9.3 The Directors may at any time revoke any delegation (including any sub-delegation) in whole or part, or alter its terms and conditions in any way.

10. Committees

Any Committee to which the Directors delegate any of their powers shall:

- (a) be comprised of two or more persons (at least one of whom shall be a Director); and
- (b) (unless the Directors prescribe different rules of procedure in any particular case) follow procedures which are based as far as they are applicable on those provisions in these Articles governing the taking of decisions by the Directors.

11. Saving provision

Subject to the Law, all acts done by the Directors or any Committee shall be valid despite it being later discovered that:

- (a) a person was not properly appointed;
- (b) a Committee was not properly constituted;
- (c) a person was disqualified from holding or had otherwise ceased to hold office; or
- (d) a person was not entitled to vote.

Board Meetings

12. Calling a Board Meeting

- 12.1 Any Director may call a Board Meeting by giving notice of the meeting to the Directors or by authorising the Secretary to give such notice.
- 12.2 Notices of Board Meetings shall be given to all the Directors but need not be in writing.
- 12.3 Notice of a Board Meeting shall state:
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.4 A Director may, either before or after a Board Meeting has been held, waive their entitlement to receive notice of the meeting by delivering confirmation to this effect in writing to the Company. Where any such waiver is delivered after a Board Meeting, this does not affect the validity of the meeting or any business conducted at it.
- 12.5 A Director who participates in a Board Meeting shall be deemed to have received due notice of the meeting.

13. Participation in Board Meetings

- 13.1 Any Director may participate in a Board Meeting by any means (including by conference telephone or video) provided that all Directors participating in the meeting can hear and speak to each other for the duration of the meeting. A Director participating in a Board Meeting in this way shall be deemed present at the meeting for all purposes.
- 13.2 If all the Directors participating in a Board Meeting are not in the same place, the meeting shall be deemed to take place where the chair of the meeting is physically located unless the Directors participating in the Board Meeting decide otherwise.

14. Quorum for Board Meetings

- 14.1 A Board Meeting at which a quorum is present may exercise all the powers of the Directors.
- 14.2 The quorum for Board Meetings may be fixed from time to time by the Directors but shall not be less than two, and unless otherwise so fixed the quorum is five.
- 14.3 Subject to Article 14.4, unless a quorum is present no proposal shall be voted on at a Board Meeting except a proposal to call another Board Meeting.
- 14.4 If the total number of Directors for the time being is less than the quorum required for holding Board Meetings, the existing Director(s) may nevertheless pass a valid resolution to:

- (a) appoint one or more additional Directors; or
- (b) call a general meeting to enable the Guarantor to appoint one or more additional Directors.

15. Chairing Board Meetings

15.1 Subject to Article 15.2, if the Company has a Chair they shall preside at every Board Meeting.

15.2 If:

- (a) the Company does not have a Chair;
- (b) the Chair is unable or unwilling to preside as chair of a Board Meeting; or
- (c) the Chair is not present at a Board Meeting within 10 minutes after the time appointed for its commencement,

the Directors present shall choose one of their number to be chair of the meeting.

Resolutions of Directors

16. Resolutions at Board Meetings

16.1 Resolutions passed at Board Meetings shall require the approval of a majority of the Directors who, being entitled to do so, form part of the quorum and vote in relation to the resolution in question.

16.2 If the votes for and against any resolution of the Directors proposed at a Board Meeting are equal, the chair of the meeting shall, if they are eligible to vote on the resolution, have a second or casting vote.

16.3 It shall be presumed that any Director present and entitled to vote at a Board Meeting assented to any action taken at that meeting unless:

- (a) their dissent is recorded in the minutes of the meeting; or
- (b) before the end of the meeting, they deliver to the other Directors present at the meeting or the Secretary a signed written dissent from the action taken.

17. Written resolutions

17.1 Subject to Article 17.2, a resolution in writing signed by all of the Directors who are entitled to vote on it shall be as valid and effectual as if it had been passed at a duly convened and held Board Meeting.

17.2 Subject to Article 14.4, a written resolution of the Directors shall not be valid if the Directors who are entitled to vote on it would not have formed a quorum at a Board Meeting.

17.3 A written resolution of the Directors may consist of several documents in the same form each signed by one or more Directors.

- 17.4 Unless a written resolution of the Directors expressly states otherwise, it shall be:
- (a) deemed to have been passed when the last eligible Director has signed it; and
 - (b) delivered to the Office or by Electronic means to such address (if any) as may be specified for that purpose.

Directors' Interests

18. Directors' interests

- 18.1 Subject to the Law and provided that the Director complies with Article 18.2, they:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement entered into or proposed to be entered into by the Company or a subsidiary of the Company, or in which the Company or any such subsidiary has an interest;
 - (b) may be a director or other officer of, employed by, a party to a transaction or arrangement with or otherwise interested in any body corporate affiliated with or promoted by the Company or in which the Company may be interested as a member or otherwise;
 - (c) shall not be disqualified by their office from contracting with the Company as vendor, purchaser or otherwise;
 - (d) may act by themselves or their firm in a professional capacity for the Company (other than in the office of auditor);
 - (e) may hold any other office or position within the Company (other than the office of auditor), whether for profit or otherwise, in conjunction with their office of Director;
 - (f) shall not be liable to account to the Company for, any profit or gain (including remuneration or other benefits) received by them or their firm in any of the circumstances described in Articles 18.1(a) to (e) inclusive, and no contract, transaction or arrangement referred to in those Articles shall be liable to be avoided or set aside on the grounds of the Director's interest; and
 - (g) shall be entitled to vote and count in the quorum at any Board Meeting at which any such contract, transaction or arrangement is considered, provided that no Director shall be entitled to count in the quorum or vote in respect of any resolution concerning their own appointment.
- 18.2 A Director who has, directly or indirectly, an interest in a contract, transaction or arrangement entered into or proposed to be entered into by the Company, or by a subsidiary of the Company, or in which the Company or a subsidiary has an interest, which to a material extent conflicts or may conflict with the interests of the Company and of which the Director is aware shall disclose to the Company the nature and extent of their interest in accordance with Article 18.3.
- 18.3 Subject to the Law, any disclosure by a Director for the purposes of Article 18.2 shall be:
- (a) given at the first Board Meeting at which such a contract, transaction or arrangement

is to be considered after the Director concerned becomes aware of the circumstances giving rise to their duty to disclose it or, if the Director fails to give notice at that Board Meeting, as soon as practicable thereafter by written notice delivered to the Secretary; and

- (b) recorded in the minutes of the relevant Board Meeting or, if made to the Secretary, the Secretary shall inform the other Directors of the disclosure and table it at and record it in the minutes of the next Board Meeting.

18.4 For the purposes of Articles 18.2 and 18.3, a notice in writing given to the Company by a Director that they are to be regarded as interested in a contract, transaction or arrangement with a specified person is sufficient disclosure of their interest in any such contract, transaction or arrangement entered into after the notice is given.

18.5 If a question arises at a Board Meeting as to the right of:

- (a) any Director other than the chair to participate at the meeting or any part of it for voting and quorum purposes, the question may, before the end of the meeting, be referred to the chair whose ruling in relation to any such Director shall be final and conclusive; and
- (b) the chair to participate at the meeting or any part of it for voting and quorum purposes, the question may, before the end of the meeting, be referred to the other Directors present at the meeting whose ruling in relation to the chair shall be final and conclusive.

Directors' Remuneration and Benefits

19. Directors' remuneration and expenses

19.1 The Company may pay the Directors (or any of them) such remuneration for their services as the Directors may resolve, subject to any rates or limits fixed by the Company by Ordinary Resolution.

19.2 Subject to these Articles, a Director's remuneration may:

- (a) take any form; and
- (b) include arrangements to pay health insurance, pension, and death, sickness and disability benefits to or in respect of the Director, any member of their family (including a spouse or civil partner) and any person who is dependent on the Director.

19.3 The Company shall reimburse the Directors for all reasonable travelling and other expenses properly and necessarily incurred by them in the exercise or discharge of their duties, powers and functions for and on behalf of the Company.

20. Directors' indemnity

In so far as the Law allows, every present and former Director, Secretary and other officer of the Company and any of its subsidiaries may be indemnified out of the assets of the Company against any liability suffered or incurred by them in the exercise or discharge of their duties, powers and functions for and on behalf of the Company or the relevant subsidiary.

21. Insurance

The Company may purchase and maintain, in its name and at its expense, insurance cover for the benefit of any present or former Director, Secretary or other officer of the Company or any of its subsidiaries against any liability suffered or incurred by them in the exercise or discharge of their duties, powers and functions for or on behalf of the Company or the relevant subsidiary.

PART 3

MEMBERS AND GENERAL MEETINGS

22. Members

- 22.1 The Guarantor, as the original subscriber to the Memorandum of Association, shall be the sole member of the Company.
- 22.2 No person other than the Guarantor shall be admitted to membership of the Company.
- 22.3 The Guarantor may nominate a person to act as its representative in accordance with Article 93 of the Law. Such representative shall have the right on behalf of the Guarantor to attend meetings of the Company and vote thereat, and generally exercise all rights of membership on behalf of the Guarantor. The Guarantor may from time to time revoke the nomination of such representative, and nominate another representative in their place. All such nominations and revocations shall be in writing.
- 22.4 The rights of the Guarantor shall be personal and shall not be transferable.

Calling General Meetings

23. Convening a general meeting

- 23.1 The Company is required to hold annual general meetings.
- 23.2 A general meeting shall be convened by:
 - (a) the Directors whenever they think fit; or
 - (b) the Directors if requisitioned to do so in accordance with the Law by the Guarantor.
- 23.3 Where a general meeting has been convened pursuant to a Guarantor's requisition, no business other than that stated in the requisition as the object of the meeting shall be transacted.

24. Notice of general meetings

- 24.1 Subject to these Articles, at least 14 clear days' notice in writing shall be given of every general meeting.
- 24.2 Subject to the Law, notwithstanding that a general meeting may have been convened on less than 14 clear days' notice, the meeting shall be deemed to have been duly

called with the consent of the Guarantor.

- 24.3 Notice of a general meeting shall specify:
- (a) whether it is an annual general meeting or an extraordinary general meeting;
 - (b) its proposed date and time;
 - (c) where it is to take place;
 - (d) if it is anticipated that the Guarantor and the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting; and
 - (e) the general nature of the business to be transacted and the wording of any Special Resolution(s) to be proposed.
- 24.4 Subject to the provisions of these Articles, notice of a general meeting shall be given to the Guarantor, every Director, the appointed auditor and to such other persons as the Directors may from time to time resolve.
- 24.5 Subject to the Law, notice of a general meeting may be given by publishing it on a website (together with any accounts, reports, proxies or other documents which are to be considered at or are required in connection with the meeting) provided that:
- (a) each person referred to in Article 24.4 is separately given notice of such publication (at which time the notice of general meeting is deemed to have been given) and details of the website; and
 - (b) the notice, together with any accounts, reports, proxies or other documents which are to be considered at or are required in connection with the meeting, are made available on the website until the end of the meeting.
- 24.6 Notice of every general meeting shall be given in accordance with this Article 24, but the accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice, or the non-availability of the notice on the website for any part of the required notice period, shall not invalidate the proceedings at the meeting.

Conduct of General Meetings

25. Attendance at general meetings

A person may participate in a general meeting by any means (including by conference telephone or video) provided that all persons participating in the meeting can hear and speak to each other during the meeting. A person participating in a general meeting in this way shall be deemed to be present in person at the meeting for all purposes, including for the purposes of determining whether a quorum is present.

26. Quorum for general meetings

- 26.1 No business shall be transacted at any general meeting, except the adjournment of the meeting and the appointment of a chair of the meeting, unless a quorum is present.

26.2 The presence of a duly authorised representative of the Guarantor shall be a quorum.

27. Chairing general meetings

27.1 Subject to Article 27.2, if the Company has a Chair they shall preside at every general meeting.

27.2 If:

- (a) the Company does not have a Chair;
- (b) the Chair is unable or unwilling to preside as chair of a general meeting; or
- (c) the Chair is not present at a general meeting within 10 minutes after the time appointed for its commencement,

the Directors present shall choose one of their number to be chair of the meeting.

28. Attendance and speaking by Directors and other persons

28.1 The Directors and the appointed auditor may attend and speak at general meetings.

28.2 Subject to Article 28.1, the chair of the meeting may permit other persons who are not a representative of the Guarantor, to attend and speak at a general meeting.

29. Adjournment

29.1 If a quorum is not present within half an hour of the time at which a general meeting was due to start, or if during a meeting a quorum ceases to be present, the chair of the meeting shall adjourn it in accordance with Article 29.4.

29.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner or for any other legitimate reason which the chair considers appropriate.

29.3 The chair of the meeting shall adjourn a general meeting if they are directed to do so by the meeting.

29.4 When adjourning a general meeting, the chair of the meeting shall:

- (a) specify the time and place to which it is adjourned, or that it is to continue at a time and place to be fixed by the Directors, or (in the case of a meeting requisitioned by the Guarantor) that it is adjourned *sine die*; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

29.5 If the continuation of an adjourned meeting is to take place more than 14 days after

it was adjourned, the Company shall give at least 7 clear days' notice of the adjourned meeting:

- (a) to the Guarantor; and
- (b) containing the same information which such notice is required to contain,

but, save as provided in this Article 29.5, it shall not be necessary to give notice of an adjourned meeting.

29.6 No business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Guarantor's Resolutions

30. Amendments to resolutions

30.1 A resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

- (a) the chair of the meeting proposes the amendment at the meeting;
- (b) in the case of a proposed amendment to an Ordinary Resolution, the amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution; and
- (c) in the case of a proposed amendment to a Special Resolution, the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

30.2 If a Special Resolution is amended by Ordinary Resolution pursuant to Article 30.1(c), the amended resolution must still be passed as a Special Resolution.

30.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error shall not invalidate the vote on that resolution.

31. Written resolutions

31.1 Subject to the Law, anything which may be done at a general meeting may be done by a resolution in writing passed by the Guarantor.

31.2 The Guarantor's agreement to a written resolution, once signified, may not be revoked.

PART 4

ADMINISTRATIVE ARRANGEMENTS

32. Appointment and removal of Secretary

The Secretary shall be appointed by the Directors on such terms as they think fit, and any Secretary so appointed may be removed by them.

33. Records of meetings and decisions

- 33.1 The Directors shall ensure that the Company keeps a written record of all:
- (a) meetings and written resolutions of the Directors and any Committee; and
 - (b) meetings and written resolutions of the Guarantor during the life of the Company and for at least 10 years after it is dissolved.
- 33.2 The minutes of a meeting, if signed by the chair of the meeting or by the chair of the next succeeding meeting, shall be conclusive evidence of the proceedings at the meeting.

34. Accounts

- 34.1 Subject to the Law, the Directors shall determine and may vary the accounting reference date of the Company.
- 34.2 The Directors shall cause accounting records to be kept and accounts to be prepared in accordance with the Law.
- 34.3 The Company's accounts shall be audited.

35. Inspection of accounting and other records

Except as permitted by law or authorised by the Directors or by Ordinary Resolution, no person shall be entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a representative of the Guarantor.

36. Notices - general

- 36.1 Subject to Article 12.2, any notice to be given to or by any person pursuant to these Articles shall be in writing.
- 36.2 Any notice or other document given in accordance with Article 37 or Article 38 shall be deemed to have been served:
- (a) if personally delivered, at the time and date of delivery;
 - (b) if posted:
 - (i) in Jersey to a postal address in Jersey, on the second Business Day after posting;
or
 - (ii) in Jersey to a postal address outside Jersey (or visa versa), on the fifth Business Day after posting;
 - (c) (subject to Article 38.2) if served by Electronic communication, immediately on transmission; and
 - (d) in the case of publication on a website, immediately on service of the notice informing the recipient of such publication.

37. Notices given by the Company

37.1 Subject to these Articles, a notice or other document may be given by the Company to any person:

- (a) personally;
- (b) by post to them at their registered address or to such other address as may be supplied by them to the Company for such purpose;
- (c) by Electronic communication to them at any address as may be supplied by them to the Company for such purpose; or
- (d) (where expressly permitted by these Articles) by publication on a website,

provided that the Company may (in its sole discretion) choose the method of delivery in any particular case which need not be the same for each recipient.

37.2 Notwithstanding Article 37.1, any notice to be given by the Company to a Director or the Guarantor may be given in any other manner as may be agreed in advance by such Director or the Guarantor.

37.3 If by reason of the suspension, interruption or curtailment of postal services, the Company is unable effectively to convene a general meeting by notices sent by post, the Company need only give notice of a general meeting to the Guarantor with whom the Company can communicate by Electronic means and who have provided the Company with an address for this purpose.

37.4 The Guarantor present by authorised representative at a general meeting shall be deemed to have received due notice of the meeting.

38. Notices given to the Company

38.1 A notice or other document may be given to the Company:

- (a) by delivering it personally or by post to the Company at the Office or to such other address as may be specified by the Company for the notice or document in question; or
- (b) by Electronic communication to the Company at such address as may be specified by the Company for the notice or document in question.

38.2 Any Electronic communication received by the Company will be deemed to be authentic with no requirement for verification on the part of the Company, provided that an Electronic communication shall not be deemed to be authentic if the Company has reasonable grounds to doubt its authenticity and gives notice thereof to the sender. In such a case, the Company may take such reasonable steps as it deems necessary to authenticate the Electronic communication in question, including by requesting further details or documents.

39. Company seal

39.1 The Company may, if the Directors so resolve, have a Seal or Seals (and duplicates of

any Seal).

- 39.2 A Seal may only be used with the authority of the Directors.
- 39.3 Subject to Article 39.5, unless the Directors otherwise resolve, any document to which a Seal is affixed shall also be signed by at least one authorised person.
- 39.4 For the purposes of Article 39.3, an authorised person is:
- (a) any Director of the Company;
 - (b) the Secretary; or
 - (c) any other person authorised by the Directors for the purpose of signing documents to which the Seal is affixed.
- 39.5 The Directors may resolve that a Seal may be affixed by some other method or system of reproduction and need not be manually affixed and that a signature required by these Articles may be a mechanical or Electronic signature and need not be manual.

40. Execution and authentication of documents

- 40.1 A document may be executed by or on behalf of the Company:
- (a) by a Director acting alone;
 - (b) by a Director and the Secretary;
 - (c) by any other person(s) pursuant to an authority granted by the Directors in accordance with these Articles;
 - (d) under Seal, in accordance with Article 39; or
 - (e) otherwise as permitted by the Law.
- 40.2 A document remains valid, duly executed, and delivered on behalf of the Company notwithstanding that on the date of delivery the Director, Secretary or other person who signed the document or affixed the Seal no longer holds that office or no longer has that authority, provided that such person held such office or had that authority when the document was signed or when the Seal was affixed.
- 40.3 A Director, the Secretary or any other person(s) appointed by the Directors for the purpose may authenticate:
- (a) any document affecting the constitution of the Company;
 - (b) any resolution passed by the Directors, any Committee, the Guarantor; and
 - (c) any books, records, documents and accounts relating to the business of the Company, and may certify copies or extracts as true copies or extracts.
- 40.4 If the books, records, documents and accounts of the Company are at a place of business of the Company other than the Office, the local manager of the Company

having custody of them shall be deemed to be appointed by the Directors for the purposes set out in Article 40.3.

PART 5

DIRECTIONS

41. Directions

- 41.1 If the Guarantor shall, in its discretion, be of the opinion that a matter of material public interest has arisen and that it is appropriate to do so, the Guarantor shall be entitled by notice in writing to give the Directors directions to refrain from doing a particular thing or to do a particular thing which the Directors have power to do and the Directors shall be bound to comply with any such direction.
- 41.2 Any such direction or other written instrument shall be validly executed on behalf of the Guarantor if recorded in accordance with ministerial procedures as a Ministerial Decision. Any such direction or other written instrument shall take effect upon delivery thereof to the Office of the Company.

PART 6

WINDING UP

42. Application of non-cash assets on a winding up

If, upon the winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid or transferred to the Guarantor