

# STATES OF JERSEY



## JERSEY SPORT: ESTABLISHMENT

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**Lodged au Greffe on 31st March 2017  
by the Minister for Economic Development, Tourism, Sport and Culture**

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**STATES GREFFE**

## **PROPOSITION**

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

to refer to their Act dated 1st February 2011 in which they approved ‘Shadow Boards and Ministerial Boards: approval by the States’ (P.170/2010); and to approve the establishment of Jersey Sport as an independent, grant-funded body, by means of a purpose trust named the Jersey Sport Development Trust, holding shares in Jersey Sport Limited, a company limited by shares in accordance with the attached ‘Articles of Association’.

MINISTER FOR ECONOMIC DEVELOPMENT, TOURISM, SPORT AND CULTURE

## REPORT

This report sets out the rationale for seeking the States' approval to formally establish Jersey Sport Limited as an independent grant-funded body; as well as confirming the governance and operational arrangements for the Board.

### Background

In order to build on the States' 2001 Sport Strategy, a Green Paper: 'Sport Strategy Consultation Document' was published in the early part of 2013. Following an extensive consultation process lasting until the end of May 2013, 'Fit for the Future: A Five-Year Strategy for Sport and Physical Activity in Jersey 2014 – 2018' was presented to the States on 21st January 2014 (see [R.9/2014](#)) by the then Minister for Education, Sport and Culture.

The strategy set out 4 key areas reflecting the main challenges highlighted during the consultation process –

|                                   |  |
|-----------------------------------|--|
| 1. Organisation                   | New sports body, better co-ordination, stronger voice    |
| 2. Getting active, staying active | School sport, a healthy life, community impact           |
| 3. Spaces and places              | States facilities, clubs and club houses, future plans   |
| 4. Personal bests                 | Sport development, aiming high, sport events and tourism |

The ambition set out in R.9/2014 was to give sport a stronger voice in Jersey, as well as a new strategic direction. It specifically recommended that a new and independent co-ordinating body be created, and that the body should receive financial support from the States.

The Education, Sport and Culture Department (which then held responsibility for sport) subsequently engaged specialist sports consultancy, Knight Kavanagh Page ("KKP"), in 2015, to further test the concept, involving further consultations with sports organisations, government and States Members.

The KKP Report was [published in May 2015](#). It recommended to the then Ministers for: (1) Economic Development; and (2) Education, Sport and Culture, that an independent grant-funded body be created, operating at arm's-length from government and with its own governance structure. These views were shared at separate briefings for States Members, sports bodies and the local media, where broad support was expressed.

The decision to establish a Shadow Board was taken by the Minister for Education, Sport and Culture in December 2015 (see Ministerial Decision [MD-ESC-2015-0027](#)). This decision was taken following an officer evaluation of the proposed Shadow Board structure against the terms of [P.170/2010](#) ('Shadow Boards and Ministerial Boards: approval by the States', [as amended](#)). This Shadow Board – the members of which were not remunerated – was given specific terms of reference to validate the KKP recommendations and report back on the feasibility of creating the new proposed organisation.

The Shadow Board presented its findings in September 2016 in the form of the ‘[Sport Report](#)’ publication. Once again, briefings for States Members and sports organisations were arranged. These briefings were covered by the local media, and audience engagement at those briefings was positive. Later that same month, the Assistant Minister for Economic Development, Tourism, Sport and Culture (“EDTSC”) signed a further Ministerial Decision (*see* [MD-E-2016-0045](#)), tasking the Shadow Board to undertake the measures necessary to establish the corporate structure of Jersey Sport Limited.

In the final quarter of 2016 the Shadow Board, acting in conjunction with the EDTSC Department, brought forward a Transition Plan for the implementation of Jersey Sport. The plan followed the requirements of [P.63/2016](#) (‘Outsourcing policy: safeguards’), lodged *au Greffe* by Deputy G.P. Southern of St. Helier on 14th June 2016 and adopted by the States on 12th July 2016. Endorsements were secured from the States Employment Board (“SEB”) Sub-Group established in accordance with [P.63/2016](#), the full SEB, and the Council of Ministers regarding the potential transfer of States of Jersey employees to the new body, under revised terms and conditions.

In January, the Shadow Board and officers progressed work – as instructed under MD-E-2016-0045 – to establish both a non-charitable purpose trust (the ‘Jersey Sport Development Trust’) and a company limited by shares (‘Jersey Sport Limited’) to the point where both are now in place in ‘*shell*’ form, however, non-operational owing to the absence of a signed Partnership Agreement with the Department and access to funding. At this point, a re-appraisal of the Jersey Sport project was undertaken in early 2017, during which the obligations arising from the States’ decision in respect of [P.170/2010](#) were revisited.

Having considered the proposed board structure and detailed arrangements as they stood in 2015 and now in 2017, officers concluded, on balance, that formal States endorsement should be sought for the completion of the establishment of Jersey Sport Limited. This advice was accepted by the Assistant Minister for EDTSC.

### **Current structure of Sport Development**

Sport Development became part of the EDTSC Department on 1st January 2016, on the transfer of Sport and Culture into what was then the Economic Development Department. The Sport Development team reports to the Head of Sport within EDTSC, and through the Chief Executive to the Assistant Minister for EDTSC with responsibility for sport.

Sport Development, based in offices at Fort Regent, is made up of 17 staff (plus seasonal staff) working across 5 areas –

- supporting clubs and associations to develop and achieve Jersey ‘Clubmark’
- facilitating and delivering community, after-school and holiday programmes for school-aged young people
- working in schools to improve physical literacy
- delivering swimming lessons to primary-aged children
- delivering Exercise Referral Programmes.

In addition, 7 sports (badminton, cricket, football, netball, rugby, squash and table-tennis) benefit from having dedicated Development Officers, all funded to varying degrees by sport governing bodies and commercial sponsorship, plus a consistent level of contribution from EDTSC.

### **Current funding for sport in Jersey**

Sport is funded by a combination of private and public sector support, with significant contributions made on a voluntary basis. The total quantum of sport's "budget" in the Island is unclear, as accurate data from the private sector is not available. EDTSC's budget for the Sport Division in 2017 is £3.66 million.

The budget to support Sport Development in 2017 is £1.15 million. If the transition goes ahead, a key role perceived for Jersey Sport in the future as an independent body, will be to lead the business management of sport. This will include gathering and using data to provide evidence of the benefits derived through sports programmes and initiatives to Government, commercial and private sponsors. It is proposed that Jersey Sport would also play a key role in helping sports organisations and clubs in their approach to obtaining sponsorship, and the provision of a more co-ordinated and robust approach to procurement, providing further savings to the sector.

A further £2.51 million of the EDTSC budget currently supports the provision of sport facilities. These include: Fort Regent; Les Quennevais Sports Centre and playing-fields; Springfield Sports Centre and pitch; Oakfield Sports Centre; Langford Sports Centre; Haute Vallée swimming-pool and 3G pitch; F.B. Fields and track; Grainville playing-fields and bowling-green; Airport playing-fields; Havre des Pas swimming-pool; Crabbé shooting-ranges; and a grant to Serco for the operation of the Aquasplash.

Going forward, current States of Jersey policy is that management and financing of facilities will remain separate from the proposed remit of Jersey Sport, whose role in this context will be more strategic, providing advice and feedback to Government on future needs and priorities in terms of infrastructure.

The creation of Jersey Sport will not remove or significantly reduce the need for public funding.

The Shadow Board in its 'Sport Report' expressed a strong belief that in the medium to long term, sport overall will remain dependent on sustained levels of grant-funded support from the States of Jersey, in order to maintain existing levels of delivery and participation. However, with ambition to achieve additional investment in order to fund new initiatives and achieve higher outcomes, it is anticipated that Jersey Sport will need to develop as an organisation capable of helping the entire sporting community to attract significantly greater funds from the private sector.

### **Rationale for establishing Jersey Sport**

The rationale for the Jersey Sport proposal originated from the consultation paper, 'Fit for the Future: A Five-Year Strategy for Sport and Physical Activity in Jersey 2014 – 2018' ([R.9/2014](#)), and were set out in detail in the EDTSC 'Sport Report' publication of September 2016.

In summary, the strategic development of sport in Jersey is increasingly likely in future to require additional professionalism in order to meet the challenges it faces and continue to thrive. Those challenges include –

- sustaining and enriching the volunteer body essential to the organisation of many sports
- changes in the demographic profile of the Island, with the implications for the provision of health care and other associated costs
- societal changes placing pressure on people's free time, plus technological developments that are increasingly putting segments of the population at risk, notably young people, through leading increasingly sedentary lives
- increasing levels of competitiveness at all levels of sport – not just elite athletes – placing extra demands on the provision of coaching expertise, travel expenses and facilities
- fiscal challenges, with the realisation that sport cannot rely solely on current levels of States funding, let alone obtain States-funded investment for new initiatives.

Jersey Sport has the opportunity to, amongst other things –

- enable Jersey to be “world class” at physical literacy
- further enhance the good reputation of sport in Jersey
- re-examine the delivery mechanisms for sport and physical activity
- map and measure the many and varied benefits of sport and physical activity to the local community and compose business cases for future investment in sport
- allow sport to refocus and ensure a wider audience is aware of its importance and value in terms of health, educational, economic and community benefits
- enable greater co-ordination and communication of the sporting events calendar
- share best practice, knowledge and insights locally and from abroad
- bring sport development under one roof to achieve efficiencies and co-ordinate resource allocation across sports
- offer strategic support to enhance the skills of the current volunteer workforce
- take a lead role in conjunction with partners such as Visit Jersey in developing Jersey as a ‘destination of choice’ for sports events, training camps and sports tourism
- access charitable and other private funding not available whilst part of the States of Jersey
- introduce an entrepreneurial approach to the business of sport in Jersey and share best practice amongst clubs and associations.

It is envisaged that the Shadow Board would move forward to a formal launch for Jersey Sport in the first half of 2017, subject to States' approval. Staffing issues would then be finalised and grant funding provided, in accordance with the plans outlined in the Medium Term Financial Plan.

## **The proposed new structure of Jersey Sport**

The establishment of Jersey Sport will be achieved through the creation of a non-charitable Purpose Trust, holding the shares in a company limited by shares, operating as an independent, grant-funded body.

**The Trust** (the Jersey Sport Development Trust) has as its Purpose –

- 1. The development and promotion of sport within Jersey (which without limitation includes the promotion of participation in sport both within and outside Jersey).*
- 2. The acquisition, incorporation and funding (by capitalisation or otherwise) of a limited liability Company in Jersey.*
- 3. To hold and continue to hold the shares of the Company referred to at 2 above.*

The Purpose Trust provides a structure which would not be owned either by the States or by another third party – i.e. is truly independent – whose Purpose –

- should not be contrary to public policy (or illegal)
- cannot be for the benefit of the Trustee(s).

The purpose of the Trust will be delivered by a number of appointed Trustees, operating under the supervision of an Enforcer, whose role is to enforce the Trust in relation to its non-charitable purposes, including –

- taking legal action against a trustee who fails to apply the Trust funds for the purposes and in the manner set out in the Trust Deed
- making an application to the Court for an Order which could include the administration of the Trust and the removal and appointment of Trustees.

**The Company** (*Jersey Sport Limited*), is established under the Trust (Purpose 2), has its own governance structure (Board and Executive) and delivers the objectives established for it by the Trustees, primarily in relation to Purpose 1 above.

The relationship between the Minister for EDTSC and Jersey Sport will be governed by a Partnership Agreement and agreed annual business plans, which will define the respective roles and responsibilities of the Jersey Sport Board and Executive, the Assistant Minister for EDTSC, and officers of EDTSC.

This combination of Agreement, Annual Schedules and funding arrangements provides the Department with the effective degree of control over the activities of the Company; however, via the Trust and Enforcer, EDTSC has other methods at its disposal in order to ensure that the overall purpose of the Trust is delivered.

Funding will be provided through the EDTSC budget and, within the agreed cash limits defined in the Medium Term Financial Plan, Jersey Sport would be expected to present, agree and deliver an annual business plan with associated outcomes and outputs.

### ***Constitution of the Board***

A Board will be appointed, following the Nolan Principles, for a 3-year term, with the option to extend for one further 3-year period.

The Appointments Commission has already agreed the transfer of members of the Shadow Board to the Board of the new Company – should they wish to do so – and these would be augmented by 2 new Board members, having skills or experience in the areas of finance and human resources. Recruitment for these would begin once the States has debated this Proposition and given its approval.

The Board would meet on a monthly basis and be comprised of the following members –

- A Chairman who would be independent of both Government and the industry. (This post would be suited to a candidate with a broad business experience at senior level.)
- Up to a maximum of 6 Non-Executive Directors.

The Chief Executive of Jersey Sport would attend all Board Meetings as an *ex officio*, non-voting attendee, in order to act as a link between the Board and the organisation.

In terms of governance, the Accounting Officer of EDTSC will be accountable under the Public Finances (Jersey) Law 2005 and Financial Directions, and to the Public Accounts Committee, for the grant to Jersey Sport.

The Comptroller and Auditor General will be able to report, should she so wish, on Jersey Sport's accounts and the following matters –

- general corporate governance arrangements
- the effectiveness of internal controls, and of the internal auditing of those controls
- whether resources are being used economically, efficiently and effectively
- actions needed to bring about improvement, where improvement is needed.

### ***Purpose and the key aims of the Board***

The purpose and key aims of the Board would be –

- To define the optimum operational and governance structure, and report to the Assistant Minister for Economic Development, Tourism, Sport and Culture on the strategic direction of the organisation and performance against business plans.
- To strengthen governance and good practice in all areas of sport/Jersey Sport operations.
- To challenge and support the Executive teams.



- To develop strategy and business operations and ensure that they are subject to rigorous independent commercial challenge in a manner which enhances governance and performance.
- To ensure the optimum performance of the sector in delivering cost-effective operational solutions for the development of sport in Jersey.
- To undertake any other appropriate roles as agreed with the Assistant Minister for Economic Development, Tourism, Sport and Culture.

### ***Sub-Committees***

It is likely that Board Sub-Committees will be formed. Their role will be to provide oversight and support for the delivery of the strategic direction so determined by the Board and approved by the Assistant Minister.

### **Consultation**

In accordance with [P.170/2010, as amended](#), the Economic Affairs Scrutiny Panel has been briefed on this matter, and the Privileges and Procedures Committee and Public Accounts Committee have been invited to comment on a draft of this proposition and report, along with the appended Articles of Association. The latter Committees are understood to be content for this proposition to be lodged, having been advised that the Economic Affairs Scrutiny Panel will review this proposition and present either a report or comments to the Assembly before the matter is debated.

### **Collective responsibility under Standing Order 21(3A)**

The Council of Ministers has a single policy position on this proposition, and as such, all Ministers, and the Assistant Ministers for Economic Development, Tourism, Sport and Culture, are bound by the principle of collective responsibility to support the proposition, as outlined in the Code of Conduct and Practice for Ministers and Assistant Ministers.

### **Financial and manpower implications**

The overall budget associated with the new organisation would be in accordance with that outlined for Jersey Sport in the Medium Term Financial Plan. Members are invited to refer to page 80 of the [MTFP 2017 Addition](#) and pages 72–75 of the [MTFP Annex 2017 – 2019](#).

The Assistant Minister for EDTSC, in his Ministerial Decision MD-E-2016-0045, accepted the Shadow Board’s ‘Sport Report’ recommendation that a budget of £1.15 million be set for Jersey Sport, and that this budget level be maintained until the end of 2019.

The Board will continue to serve in an honorary capacity in keeping with the ethos prevalent in the Jersey sporting sector. Limited agreed expenses of the Board members will, however, be payable. A salary will nevertheless be paid to the Chief Executive Officer (“CEO”) – who is not a Board Member but will attend Board meetings – and a competitive remuneration package has been determined.

A budget of £95,000 annually will be required (from the overall budget of £1.15 million), for a combination of CEO remuneration and Board expenses, the latter representing less than 5% of this total amount.

The Department, supported by States' Human Resources officers, has undertaken a full consultation process – in conjunction with Unions – with all Sports Development Team staff involved, in line with [P.63/2016](#) ('Outsourcing policy: safeguards'). If the States' approval is obtained, those staff seeking to transfer to Jersey Sport will be employed on Jersey Sport Terms and Conditions, which have been fully explained to staff by both Shadow Board Members and the Transition Director.

Following consultations with staff carried out in line with P.63/2016, early indications are that 5 members of staff are likely not to transfer to Jersey Sport were the States to approve its establishment.

These staff would have options including voluntary redundancy, redeployment or compulsory redundancy, and would be fully supported by both EDTSC and States' Human Resources officers in seeking to decide future career options.

**Jersey Sport Shadow Board Members**

**Mr. Phil Austin** is Chairman of the Jersey Sport Shadow Board. Mr. Austin chaired the Organising Committee of the 2015 NatWest Island Games in Jersey, and is currently the President of the Jersey Football Association. He has enjoyed a long and successful career within the Finance sector in Jersey and currently has a portfolio of Non-Executive Directorships with UK and Jersey companies.

**Ms. Jean Cross** is President of the Jersey Badminton Association and was the organiser of badminton at the NatWest Island Games. Ms. Cross has been involved in local sport in various capacities in the Island for many years, and has represented Jersey in badminton, athletics, squash, volleyball and tennis. In addition, she brings extensive experience in business and project management as a self-employed business consultant with experience in both the public and private sectors.

**Mr. Stephen Law** is immediate past-President of the Jersey Squash and Racketball Association (“JSRA”), and has represented the Island in both inter-insular and national championships. As JSRA President between 2001 and 2016, Mr. Law has extensive experience of sports development, managing a dedicated Development Officer in seeking to promote the sport in schools, and securing subsequent engagement of young people at club level. He has been the proprietor of the Windmills Hotel in St. Brelade since 1992, and has built a strong background in management and tourism.

**Mr. Tony Taylor** has an extensive career in marketing and communications, holding a variety of senior management positions at some of the world’s most respected global advertising agencies. In addition to his strong commercial, people and communications skills, Mr. Taylor has over 16 years’ involvement in youth sport in Jersey, mainly as a coach with Jersey Rugby Club’s Junior Academy. His work commitments have taken him all over the world on a regular basis; however, he retired earlier this year and is looking forward to spending increasing amounts of time in Jersey and playing an increased role in Island life.

Dated 13 January 2017

**Companies (Jersey) Law 1991  
Company Limited by Shares**

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**MEMORANDUM OF ASSOCIATION  
OF  
JERSEY SPORT LIMITED**

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**Ogier**

**Companies (Jersey) Law 1991**

**Company Limited by Shares**

**Memorandum of Association**

**of**

**Jersey Sport Limited**

1. The name of the Company is Jersey Sport Limited.
2. The Company is a private company limited by shares.
3. The Company is a par value company.
4. The Company has unrestricted corporate capacity.
5. The liability of each member arising from his or her holding of a share is limited to the amount (if any) unpaid on it.
6. The share capital of the Company is £10,000 divided into 10,000 limited shares of £1.00 each.

We, the subscribers to this memorandum of association, wish to form a company in accordance with this memorandum; and we agree to take the number of shares in the capital of the Company shown below.

Dated the 13 day of January 2017

Signed for and on behalf of Intertrust Nominees (Jersey) Limited of 44 Esplanade, St Helier, Jersey, JE4 9WG



Signature of authorised signatory

LUCY BLAMPID

Print name




Signature of authorised signatory

Roger Mark Bolan

Print name

Number of shares: 1

Signed for and on behalf of Intertrust Nominees 2 (Jersey) Limited of 44 Esplanade, St Helier, Jersey, JE4 9WG



Signature of authorised signatory

LUCY BLAMPID

Print name



Signature of authorised signatory


Roger Mark Bolan

Print name

Number of shares: 1

Witness to above signatures

44 Esplanade  
St Helier  
Jersey  
JE4 9WG



Signature

CHARLOTTE MANBY

Print name

Dated 13 January 2017

**Companies (Jersey) Law 1991**

**Company Limited by Shares**

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**ARTICLES OF ASSOCIATION  
OF  
JERSEY SPORT LIMITED**

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**Companies (Jersey) Law 1991**

**Company Limited by Shares**

**Articles of Association**

**of**

**Jersey Sport Limited**

**1 Definitions, interpretation and exclusion of Standard Table**

**Definitions**

1.1 In these Articles, the following definitions apply:

**Articles** means, as appropriate:

- (a) these Articles of Association as amended from time to time: or
- (b) two or more particular Articles of these Articles;

and **Article** refers to a particular Article of these Articles;

**Business Day** means a day other than a public holiday in the place where the Company's registered office is located, a Saturday or a Sunday;

**Clear Days**, in relation to a period of notice, means that period excluding:

- (a) the day when the notice is deemed to be received; and
- (b) the day for which it is given or on which it is to take effect;

**Company** means the above-named company;

**Default Rate** means 3% (three per cent) per annum over the base rate of the Bank of England from time to time;

**Electronic** has the meaning given to that term in the Electronic Communications (Jersey) Law 2000;

**Electronic Record** has the meaning given to that term in the Electronic Communications (Jersey) Law 2000;

**Electronic Signature** has the meaning given to that term in the Electronic Communications (Jersey) Law 2000;

**Fully Paid and Paid Up:**

- (a) in relation to a Share with par value, means that the par value for that Share, and any premium payable in respect of the issue of that Share, has been fully paid or credited as paid in money or money's worth;
- (b) in relation to a Share without par value, means that the agreed issue price for that Share has been fully paid or credited as paid in money or money's worth;

**Island** means Jersey, Channel Islands;

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

**Member** means any person or persons entered on the register of members from time to time as the holder of a Share;

**Memorandum** means the Memorandum of Association of the Company as amended from time to time;

**Officer** means a person appointed to hold an office in the Company; and the expression includes a director, alternate director or liquidator, but does not include the Secretary;

**Ordinary Resolution** means a resolution of a duly constituted general meeting of the Company passed by a simple majority of the votes cast by, or on behalf of, the Members entitled to vote. The expression also includes a written resolution signed by or on behalf of each Member who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting;

**PDF** means Portable Document Format;

**Secretary** means a person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**Share** means a share in the share capital of the Company; and the expression:

- (a) includes stock (except where a distinction between shares and stock is expressed or implied); and
- (b) where the context permits, also includes a fraction of a share; and

**Special Resolution** has the meaning given to that term in the Law. The expression also includes a written resolution signed by or on behalf of each Member who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting.

## **Interpretation**

- 1.2 In the interpretation of these Articles, the following provisions apply unless the context otherwise requires:

- (a) A reference in these Articles to a statute is a reference to a statute of the Island as known by its short title, and includes:
  - (i) any statutory modification, amendment or re-enactment; and
  - (ii) any subordinate legislation or regulations issued under that statute;
- (b) Headings are inserted for convenience only and do not affect the interpretation of these Articles, unless there is ambiguity;
- (c) If a day on which any act, matter or thing is to be done under these Articles is not a Business Day, the act, matter or thing must be done on the next Business Day;
- (d) A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders;
- (e) A reference to a **person** includes, as appropriate, a company, trust, partnership, joint venture, association, body corporate or government agency;
- (f) Where a word or phrase is given a defined meaning another part of speech or grammatical form in respect to that word or phrase has a corresponding meaning;
- (g) All references to time are to be calculated by reference to time in the place where the Company's registered office is located;
- (h) The words **written** and **in writing** include all modes of representing or reproducing words in a visible form, but do not include an Electronic Record where the distinction between a document in writing and an Electronic Record is expressed or implied; and
- (i) The words **including**, **include** and **in particular** or any similar expression are to be construed without limitation.

### **Exclusion of Standard Table**

- 1.3 The regulations contained in the Standard Table adopted pursuant to the Companies (Standard Table) (Jersey) Order 1992 and any other regulations contained in any statute or subordinate legislation are expressly excluded and do not apply to the Company.

## **2 Shares**

### **Power to issue Shares and options, with or without special rights**

- 2.1 The directors have general and unconditional authority to allot (with or without confirming rights of renunciation), grant options over or otherwise deal with any unissued Shares of the Company to such persons at such times and on such terms and conditions as they may

decide. No Share may be issued at a discount except in accordance with the provisions of the Law.

- 2.2 Without limitation to the preceding Article, the directors may so deal with the unissued Shares of the Company:
- (a) either, in the case of a par value company, at a premium or at par or, in the case of a no par value company, at an issue price determined by the directors;
  - (b) with the sanction of an Ordinary Resolution, with preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise;
  - (c) without preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise.

#### **Power to issue fractions of a Share**

- 2.3 Subject to the Law, the Company may issue fractions of a Share of any class. A fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a Share of that class of Shares.

#### **Power to pay commissions and brokerage fees**

- 2.4 Subject to the Law, the Company may pay a commission to any person in consideration of that person:
- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally; or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
- for any Shares in the Company. That commission may be satisfied by the payment of cash or the allotment of Fully Paid or partly-paid Shares or partly in one way and partly in another.
- 2.5 The Company may employ a broker in the issue of its capital and pay him any proper commission or brokerage.

#### **Trusts not recognised**

- 2.6 Except as required by law:
- (a) no person shall be recognised by the Company as holding any Share on any trust; and
  - (b) no person other than the Member shall be recognised by the Company as having any right in a Share.



### **Power to vary class rights**

- 2.7 If the share capital is divided into different classes of Shares then, unless the terms on which a class of Shares was issued state otherwise, the rights attaching to a class of Shares may only be varied if one of the following applies:
- (a) the Members holding two thirds of the issued Shares of that class consent in writing to the variation; or
  - (b) the variation is made with the sanction of a Special Resolution passed at a separate general meeting of the Members holding the issued Shares of that class.
- 2.8 For the purpose of paragraph 2.7(b) of the preceding Article, all the provisions of these Articles relating to general meetings apply, mutatis mutandis, to every such separate meeting except that:
- (a) the necessary quorum shall be one or more persons holding, or representing by proxy, not less than one third of the issued Shares of the class; and
  - (b) any Member holding issued Shares of the class, present in person or by proxy or, in the case of a corporate Member, by its duly authorised representative, may demand a poll.

### **Effect of new Share issue on existing class rights**

- 2.9 Unless the terms on which a class of Shares was issued state otherwise, the rights conferred on the Member holding Shares of any class shall not be deemed to be varied by the creation or issue of further Shares ranking *pari passu* with the existing Shares of that class.

### **Capital contributions without issue of further Shares**

- 2.10 With the consent of a Member, the directors may accept a voluntary contribution from that Member without issuing Shares in return. If the directors agree to accept a voluntary contribution from a Member, the directors shall resolve whether that contribution shall be treated as an addition to the capital account of the Company or to a general reserve of the Company (it being understood that the contribution is not provided by way of loan).

### **No bearer Shares or warrants**

- 2.11 The Company shall not issue bearer Shares or warrants.

### **Limit on the number of joint holders**

- 2.12 In respect of a Share, the Company shall not be required to enter the names of more than four joint holders in the register of members of the Company.

- 2.13 If two or more persons are registered as joint holders of a Share, then any one of those joint holders may give effectual receipts for moneys payable in respect of that Share.

### **Treasury Shares**

- 2.14 From time to time, the Company may hold its own Shares as treasury shares and the directors may sell, transfer or cancel any treasury shares in accordance with the Law. For the avoidance of doubt, the Company shall not be entitled to vote or receive any distributions in respect of any treasury shares held by it.

## **3 Share certificates**

### **Issue of share certificates**

- 3.1 Upon being entered in the register of members as the holder of a Share, a Member shall be entitled:
- (a) without payment, to one certificate for all the Shares of each class held by that Member (and, upon transferring a part of the Member's holding of Shares of any class, to a certificate for the balance of that holding); and
  - (b) upon payment of such reasonable sum as the directors may determine for every certificate after the first, to several certificates each for one or more of that Member's Shares.
- 3.2 Every certificate shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and whether they are Fully Paid or partly paid up. A certificate may be executed under seal or executed in such other manner as the directors determine.
- 3.3 The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate for a Share to one joint holder shall be a sufficient delivery to all of them.

### **Renewal of lost or damaged share certificates**

- 3.4 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to:
- (a) evidence;
  - (b) indemnity;
  - (c) payment of the expenses reasonably incurred by the Company in investigating the evidence; and
  - (d) payment of a reasonable fee, if any, for issuing a replacement share certificate,

as the directors may determine, and (in the case of defacement or wearing-out) on delivery to the Company of the old certificate.

#### **4 Lien on Shares**

##### **Nature and scope of lien**

4.1 The Company has a first and paramount lien on all Shares (which are not Fully Paid) registered in the name of a Member (whether solely or jointly with others). The lien is for all moneys payable to the Company by the Member or the Member's estate:

- (a) either alone or jointly with any other person, whether or not that other person is a Member; and
- (b) whether or not those moneys are presently payable.

4.2 At any time the directors may declare any Share to be wholly or partly exempt from the provisions of this Article.

##### **Company may sell Shares to satisfy lien**

4.3 The Company may sell any Shares over which it has a lien if all of the following conditions are met:

- (a) the sum in respect of which the lien exists is presently payable;
- (b) the Company gives notice to the Member holding the Share (or to the person entitled to it in consequence of the death or bankruptcy of that Member) demanding payment and stating that if the notice is not complied with the Shares may be sold; and
- (c) that sum is not paid within 14 Clear Days after that notice is deemed to be given under these Articles.

4.4 The Shares may be sold in such manner as the directors determine.

4.5 To the maximum extent permitted by law, the directors shall incur no personal liability to the Member concerned in respect of the sale.

##### **Authority to execute instrument of transfer**

4.6 To give effect to a sale, the directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee of the Shares shall not be affected by any irregularity or invalidity in the proceedings in respect of the sale.

### **Consequences of sale of Shares to satisfy lien**

- 4.7 On sale pursuant to the preceding Articles:
- (a) the name of the Member concerned shall be removed from the register of members as the holder of those Shares; and
  - (b) that person shall deliver to the Company for cancellation the certificate for those Shares.

Despite this, that person shall remain liable to the Company for all monies which, at the date of sale, were presently payable by him to the Company in respect of those Shares. That person shall also be liable to pay interest on those monies from the date of sale until payment at the rate at which interest was payable before that sale or, failing that, at the Default Rate. The directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of sale or for any consideration received on their disposal.

### **Application of proceeds of sale**

- 4.8 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable. Any residue shall be paid to the person whose Shares have been sold:
- (a) if no certificate for the Shares was issued, at the date of the sale; or
  - (b) if a certificate for the Shares was issued, upon surrender to the Company of that certificate for cancellation,
  - (c) but, in either case, subject to the Company retaining a like lien for all sums not presently payable as existed on the Shares before the sale.

## **5 Calls on Shares and forfeiture**

### **Power to make calls and effect of calls**

- 5.1 Subject to the terms of allotment, the directors may make calls on the Members in respect of any moneys unpaid on their Shares including any premium. The call may provide for payment to be by instalments. Subject to receiving at least 14 Clear Days' notice specifying when and where payment is to be made, each Member shall pay to the Company the amount called on his Shares as required by the notice.
- 5.2 Before receipt by the Company of any sum due under a call, that call may be revoked in whole or in part and payment of a call may be postponed in whole or in part. Where a call is to be paid in instalments, the Company may revoke the call in respect of all or any remaining instalments in whole or in part and may postpone payment of all or any of the remaining instalments in whole or in part.

- 5.3 A Member on whom a call is made shall remain liable for that call notwithstanding the subsequent transfer of the Shares in respect of which the call was made. He shall not be liable for calls made after he is no longer registered as Member in respect of those Shares.

**Time when call made**

- 5.4 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

**Liability of joint holders**

- 5.5 Members registered as the joint holders of a Share shall be jointly and severally liable to pay all calls in respect of the Share.

**Interest on unpaid calls**

- 5.6 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid:

- (a) at the rate fixed by the terms of allotment of the Share or in the notice of the call; or
- (b) if no rate is fixed, at the Default Rate.

The directors may waive payment of the interest wholly or in part.

**Deemed calls**

- 5.7 Any amount payable in respect of a Share, whether on allotment or on a fixed date or otherwise, shall be deemed to be payable as a call. If the amount is not paid when due the provisions of these Articles shall apply as if the amount had become due and payable by virtue of a call.

**Power to accept early payment**

- 5.8 The Company may accept from a Member the whole or a part of the amount remaining unpaid on Shares held by him although no part of that amount has been called up.

**Power to make different arrangements at time of issue of Shares**

- 5.9 Subject to the terms of allotment, the directors may make arrangements on the issue of Shares to distinguish between Members in the amounts and times of payment of calls on their Shares.

### **Notice of default**

5.10 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 Clear Days' notice requiring payment of:

- (a) the amount unpaid;
- (b) any interest which may have accrued;
- (c) any expenses which have been incurred by the Company due to that person's default.

5.11 The notice shall state the following:

- (a) the place where payment is to be made; and
- (b) a warning that if the notice is not complied with the Shares in respect of which the call is made will be liable to be forfeited.

### **Forfeiture or surrender of Shares**

5.12 If the notice under the preceding Article is not complied with, the directors may, before the payment required by the notice has been received, resolve that any Share the subject of that notice be forfeited. The forfeiture shall include all dividends or other moneys payable in respect of the forfeited Share and not paid before the forfeiture. Despite the foregoing, the directors may determine that any Share the subject of that notice be accepted by the Company as surrendered by the Member holding that Share in lieu of forfeiture.

### **Disposal of forfeited or surrendered Share and power to cancel forfeiture or surrender**

5.13 A forfeited or surrendered Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the former Member who held that Share or to any other person. The forfeiture or surrender may be cancelled on such terms as the directors think fit at any time before a sale, re-allotment or other disposition. Where, for the purposes of its disposal, a forfeited or surrendered Share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the Share to the transferee.

### **Effect of forfeiture or surrender on former Member**

5.14 On forfeiture or surrender:

- (a) the name of the Member concerned shall be removed from the register of members as the holder of those Shares and that person shall cease to be a Member in respect of those Shares; and

- (b) that person shall surrender to the Company for cancellation the certificate (if any) for the forfeited or surrendered Shares.

5.15 Despite the forfeiture or surrender of his Shares, that person shall remain liable to the Company for all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of those Shares together with:

- (a) all expenses; and
- (b) interest from the date of forfeiture or surrender until payment:
  - (i) at the rate of which interest was payable on those moneys before forfeiture; or
  - (ii) if no interest was so payable, at the Default Rate.

The directors, however, may waive payment wholly or in part.

#### **Evidence of forfeiture or surrender**

5.16 A declaration, whether statutory or under oath, made by a director or the Secretary shall be conclusive evidence of the following matters stated in it as against all persons claiming to be entitled to forfeited Shares:

- (a) that the person making the declaration is a director or Secretary of the Company; and
- (b) that the particular Shares have been forfeited or surrendered on a particular date.

Subject to the execution of an instrument of transfer, if necessary, the declaration shall constitute good title to the Shares.

#### **Sale of forfeited or surrendered Shares**

5.17 Any person to whom the forfeited or surrendered Shares are disposed of shall not be bound to see to the application of the consideration, if any, of those Shares nor shall his title to the Shares be affected by any irregularity in, or invalidity of the proceedings in respect of, the forfeiture, surrender or disposal of those Shares.

### **6 Transfer of shares**

#### **Form of transfer**

6.1 Subject to the following Articles about the transfer of Shares, a Member may transfer Shares to another person by completing an instrument of transfer, in a common form or in a form approved by the directors, executed:

- (a) where the Shares are Fully Paid, by or on behalf of that Member; and

- (b) where the Shares are partly paid, by or on behalf of that Member and the transferee.

#### **Power to refuse registration**

- 6.2 The directors may refuse to register the transfer of a Share to any person. They may do so in their absolute discretion, without giving any reason for their refusal, and irrespective of whether the Share is Fully Paid or the Company has no lien over it.

#### **Notice of refusal to register**

- 6.3 If the directors refuse to register a transfer of a Share, they must send notice of their refusal to the existing Member within two months after the date on which the transfer was lodged with the Company.

#### **Power to suspend registration**

- 6.4 The directors may suspend registration of the transfer of Shares at such times and for such periods (not exceeding 30 days in any calendar year) as they determine.

#### **Fee, if any, payable for registration**

- 6.5 If the directors so decide, the Company may charge a reasonable fee for the registration of any instrument of transfer or other document relating to the title to a Share.

#### **Company may retain instrument of transfer**

- 6.6 The Company shall be entitled to retain any instrument of transfer which is registered; but an instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

### **7 Transmission of Shares**

#### **Persons entitled on death of a Member**

- 7.1 If a Member dies, the only persons recognised by the Company as having any title to the deceased Members' interest are the following:
- (a) where the deceased Member was a joint holder, the survivor or survivors; and
  - (b) where the deceased Member was a sole holder, that Member's personal representative or representatives.
- 7.2 Nothing in these Articles shall release the deceased Member's estate from any liability in respect of any Share, whether the deceased was a sole holder or a joint holder.



### **Registration of transfer of a Share following death or bankruptcy**

- 7.3 A person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may elect to do either of the following:
- (a) to become the holder of the Share; or
  - (b) to transfer the Share to another person.
- 7.4 That person must produce such evidence of his entitlement as the directors may properly require.
- 7.5 If the person elects to become the holder of the Share, he must give notice to the Company to that effect. For the purposes of these Articles, that notice shall be treated as though it were an executed instrument of transfer.
- 7.6 If the person elects to transfer the Share to another person then:
- (a) if the Share is Fully Paid, the transferor must execute an instrument of transfer; and
  - (b) if the Share is partly paid, the transferor and the transferee must execute an instrument of transfer.
- 7.7 All the Articles relating to the transfer of Shares shall apply to the notice or, as appropriate, the instrument of transfer.

### **Indemnity**

- 7.8 The directors may require a person registered as a Member by reason of the death or bankruptcy of another Member to indemnify the Company and the directors against any loss or damage suffered by the Company or the directors as a result of that registration.

### **Rights of person entitled to a Share following death or bankruptcy**

- 7.9 A person becoming entitled to a Share by reason of the death or bankruptcy of a Member shall have the rights to which he would be entitled if he were registered as the holder of the Share. But, until he is registered as Member in respect of the Share, he shall not be entitled to attend or vote at any meeting of the Company or at any separate meeting of the holders of that class of Shares in the Company.

## **8 Alteration of capital**

### **Increasing, consolidating, converting, dividing and cancelling share capital**

- 8.1 To the fullest extent permitted by the Law, the Company may by Special Resolution do any of the following (and amend its Memorandum and its Articles for that purpose):

- (a) increase its share capital in the manner prescribed by the resolution;
- (b) consolidate and divide all or any of its share capital;
- (c) convert all or any of its Paid Up Shares into stock, and reconvert that stock into Paid Up Shares of any denomination;
- (d) sub-divide its Shares or any of them, including, in respect of any sub-division, so that the proportion between the amount paid and the amount, if any, unpaid on each sub-divided Share shall be the same as it was in case of the Share from which the sub-divided Share is derived; and the resolution may determine that, as between the Shares resulting from the sub-division, one or more of the Shares may, as compared with the others, have such preferred, deferred or other special rights, or be subject to such restrictions as the Company has power to attach to unissued or new Shares;
- (e) cancel Shares which, at the date of the passing of the resolution to cancel them, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the Shares so cancelled or, in the case of Shares without nominal par value, diminish the number of Shares into which its capital is divided;
- (f) convert all or any of the Shares denominated in a particular currency into Shares denominated in a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current at the date of the resolution being a time within 40 Clear Days before the conversion takes effect.

### **Reducing share capital**

- 8.2 Subject to the Law and to any rights for the time being conferred on the Members holding a particular class of Shares, the Company may, by Special Resolution, reduce its share capital in any way.

### **Sale of fractions of Shares**

- 8.3 Whenever, as a result of a consolidation of Shares, any Members would become entitled to fractions of a Share, the directors may, in their absolute discretion, on behalf of those Members, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those Members, and the directors may authorise some person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

## **9 Redemption and purchase of Shares**

### **Power to issue redeemable Shares and to purchase Shares**

9.1 Subject to the Law, and to any rights for the time being conferred on the Members holding a particular class of Shares, the Company may by its directors:

- (a) issue Shares that are to be redeemed or liable to be redeemed, at the option of the Company or the Member holding those redeemable Shares, on the terms and in the manner its directors determine before the issue of those Shares;
- (b) convert existing non-redeemable limited shares, whether issued or not, into Shares that are to be redeemed or liable to be redeemed, at the option of the Company or the Member holding those redeemable Shares, on the terms and in the manner its directors determine before the conversion of those Shares; and
- (c) purchase all or any Shares of any class including any redeemable Shares.

The Company may hold Shares acquired by way of purchase or redemption in treasury in a manner authorised by the Law.

The Company may make a payment in respect of the redemption or purchase of Shares in any manner authorised by the Law, including out of capital and otherwise than out of its profits or the proceeds of a fresh issue of Shares.

### **Power to pay for redemption or purchase in cash or in specie**

9.2 When making a payment in respect of the redemption or purchase of Shares, the directors may make the payment in cash or in specie (or partly in one way and partly in the other way).

### **Effect of redemption or purchase of a Share**

9.3 Upon the date of redemption or purchase of a Share:

- (a) the Member holding that Share shall cease to be entitled to any rights in respect of the Share other than the right to receive:
  - (i) the price for the Share; and
  - (ii) any dividend declared in respect of the Share prior to the date of redemption or purchase;
- (b) the Member's name shall be removed from the register of members with respect to the Share; and
- (c) the Share shall be cancelled or become a treasury share.

For the purpose of this Article, the date of redemption or purchase is the date when the redemption or purchase falls due.

## **10 Meetings of members**

### **Power to call meetings**

- 10.1 The directors may call a general meeting at any time.
- 10.2 If there are insufficient directors to constitute a quorum and the remaining directors are unable to agree on the appointment of additional directors, the directors must call a general meeting for the purpose of appointing additional directors.
- 10.3 The directors must also call a general meeting if requisitioned in the manner set out in the next two Articles.
- 10.4 The requisition must be in writing and given by one or more Members who together hold at least 10% of the rights to vote at such general meeting.
- 10.5 The requisition must also:
- (a) specify the purpose of the meeting;
  - (b) be signed by or on behalf of the requisitioners. The requisition may consist of several documents in like form signed by one or more of the requisitioners; and
  - (c) be delivered to the Company's registered office in accordance with the notice provisions.
- 10.6 Should the directors fail to call a general meeting within 21 Clear Days from the date of receipt of a requisition, the requisitioners or any of them may call a general meeting within three months after the end of that period.
- 10.7 Without limitation to the foregoing, if there are insufficient directors to constitute a quorum and the remaining directors are unable to agree on the appointment of additional directors, any one or more Members who together hold at least 10% of the rights to vote at a general meeting may call a general meeting for the purpose of considering the business specified in the notice of meeting which shall include as an item of business the appointment of additional directors.
- 10.8 If the Members call a meeting under the above provisions, the Company shall reimburse their reasonable expenses.

### **Dispensation of annual general meetings**

- 10.9 There is no requirement to hold an annual general meeting.

### **Content of notice**

10.10 Notice of a general meeting shall specify each of the following:

- (a) the place, the date and the time of the meeting;
- (b) if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting;
- (c) subject to paragraph 10.10(d), the general nature of the business to be transacted;
- (d) if a resolution is proposed as a Special Resolution, the text of that resolution; and
- (e) in the case of an annual general meeting, that the meeting is an annual general meeting.

10.11 In each notice, there shall appear with reasonable prominence the following statements:

- (a) that a Member who is entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of that Member; and
- (b) that a proxy need not be a Member.

### **Period of notice**

10.12 A general meeting, including an annual general meeting, shall be called by at least 14 Clear Days' notice in writing. A meeting, however, may be called on shorter notice if it is so agreed:

- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote at that meeting; and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at that meeting, being a majority together holding not less than:
  - (i) 95% where a Special Resolution is to be considered; or
  - (ii) 90% for all other meetings,of the total voting rights of the Members who have that right.

### **Persons entitled to receive notice**

10.13 Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to the following people:

- (a) the Members;

- (b) persons entitled to a Share in consequence of the death or bankruptcy of a Member;
- (c) the directors;
- (d) the Company's auditor (if any); and
- (e) persons entitled to vote in respect of a Share in consequence of the incapacity of a Member.

**Publication of notice on a website**

10.14 Subject to the Law, a notice of a general meeting may be published on a website providing the recipient is given separate notice of:

- (a) the publication of the notice on the website;
- (b) the place on the website where the notice may be accessed;
- (c) how it may be accessed; and
- (d) the place, date and time of the general meeting.

10.15 If a Member notifies the Company that he is unable for any reason to access the website, the Company must as soon as practicable give notice of the meeting to that Member in writing or by any other means permitted by these Articles but this will not affect when that Member is deemed to have been given notice of the meeting.

**Time a website notice is deemed to be given**

10.16 A website notice is deemed to be given when the Member is given notice of its publication.

**Required duration of publication on a website**

10.17 Where the notice of meeting is published on a website, it shall continue to be published in the same place on that website from the date of the notification until the conclusion of the meeting to which the notice relates.

**Accidental omission to give notice or non-receipt of notice**

10.18 Proceedings at a meeting shall not be invalidated by the following:

- (a) an accidental failure to give notice of the meeting to any person entitled to notice; or
- (b) non-receipt of notice of the meeting by any person entitled to notice.

10.19 In addition, where a notice of meeting is published on a website, proceedings at the meeting shall not be invalidated merely because it is accidentally published:

- (a) in a different place on the website; or
- (b) for part only of the period from the date of the notification until the conclusion of the meeting to which the notice relates.

## **11 Proceedings at meetings of Members**

### **Quorum**

11.1 Save as provided in the following Article, no business shall be transacted at any meeting unless a quorum is present in person or by proxy. A quorum is as follows:

- (a) if the Company has only one Member: that Member; or
- (b) if the Company has more than one Member: four Members.

### **Lack of quorum**

11.2 If a quorum is not present within 15 minutes of the time appointed for the meeting, or if at any time during the meeting it becomes inquorate, then the following provisions apply:

- (a) if the meeting was requisitioned by Members, it shall be cancelled; or
- (b) in any other case, the meeting shall stand adjourned to the same time and place seven days hence, or to such other time or place as is determined by the directors. If a quorum is not present within 15 minutes of the time appointed for the adjourned meeting, then the Members present in person or by proxy shall constitute a quorum.

### **Use of technology**

11.3 A person may participate in a general meeting through the medium of conference telephone, video or any other form of communications equipment providing all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting.

### **Chairman**

11.4 The chairman of a general meeting shall be the chairman of the board or such other director as the directors have nominated to chair board meetings in the absence of the chairman of the board. Absent any such person being present within 15 minutes of the time appointed for the meeting, the directors present shall elect one of their number to chair the meeting.

11.5 If no director is present within 15 minutes of the time appointed for the meeting, or if no director is willing to act as chairman, the Members present in person or by proxy and entitled to vote shall choose one of their number to chair the meeting.

### **Right of a director or auditor's representative to attend and speak**

- 11.6 Even if a director or a representative of the auditor (if any) is not a Member, he shall be entitled to attend and speak at any general meeting and at any separate meeting of Members holding a particular class of Shares.

### **Adjournment**

- 11.7 The chairman may at any time adjourn a meeting with the consent of the Members constituting a quorum. The chairman may adjourn the meeting if so directed by the meeting. No business, however, can be transacted at an adjourned meeting other than business which might properly have been transacted at the original meeting.
- 11.8 Should a meeting be adjourned for more than 14 Clear Days, whether because of a lack of quorum or otherwise, Members shall be given at least seven Clear Days' notice of the date, 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 notice of the adjournment.

### **Method of voting**

- 11.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. A poll may be demanded:
- (a) by the chairman; or
  - (b) by at least two Members having the right to vote on the resolution, or
  - (c) by any Member or Members present who, individually or collectively, hold at least 10% of the voting rights of all those who have a right to vote on the resolution, or
  - (d) by a Member or Members holding Shares conferring a right to vote on the resolution being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right,

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

### **Outcome of vote by show of hands**

- 11.10 Unless a poll is duly demanded, a declaration by the chairman as to the result of a resolution and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the outcome of a show of hands without proof of the number or proportion of the votes recorded in favour of or against the resolution.



### **Withdrawal of demand for a poll**

- 11.11 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. The chairman shall announce any such withdrawal to the meeting and, unless another person forthwith demands a poll, any earlier show of hands on that resolution shall be treated as the vote on that resolution; if there has been no earlier show of hands, then the resolution shall be put to the vote of the meeting.

### **Taking of a poll**

- 11.12 A poll demanded on the question of adjournment shall be taken immediately.
- 11.13 A poll demanded on any other question shall be taken either immediately or at an adjourned meeting at such time and place as the chairman directs, not being more than 30 Clear Days after the poll was demanded.
- 11.14 The demand for a poll shall not prevent the meeting continuing to transact any business other than the question on which the poll was demanded.
- 11.15 A poll shall be taken in such manner as the chairman directs. He may appoint scrutineers (who need not be Members) and fix a place and time for declaring the result of the poll. If, through the aid of technology, the meeting is held in more than one place, the chairman may appoint scrutineers in more than one place; but if he considers that the poll cannot be effectively monitored at that meeting, the chairman shall adjourn the holding of the poll to a date, place and time when that can occur.

### **Chairman's casting vote**

- 11.16 If the votes on a resolution, whether on a show of hands or on a poll, are equal the chairman may exercise a casting vote.

### **Amendments to resolutions**

- 11.17 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- (a) not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), notice of the proposed amendment is given to the Company in writing by a Member entitled to vote at that meeting; and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 11.18 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what the chairman considers is necessary to correct a grammatical or other non-substantive error in the resolution.

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

#### **Written resolutions**

11.20 Members may pass a resolution in writing without holding a meeting if the following conditions are met:

- (a) all Members entitled to vote:
  - (i) sign a document; or
  - (ii) sign several documents in the like form each signed by one or more of those Members; and
- (b) the signed document or documents is or are delivered to the Company at the place and by the time nominated by the Company in the notice of the resolution including, if the Company so nominates, by delivery of an Electronic Record by Electronic means to the address specified for that purpose.

Such written resolution shall be as effective as if it had been passed at a meeting of all Members entitled to vote duly convened and held.

11.21 Each Member shall have one vote for each Share he holds and unless the resolution in writing signed by the Member is silent, in which case all Shares held are deemed to have been voted, the number of Shares specified in the resolution in writing shall be deemed to have been voted.

11.22 If a written resolution is described as a Special Resolution or as an Ordinary Resolution, it has effect accordingly.

#### **Sole-member company**

11.23 If the Company has only one Member, and the Member records in writing his decision on a question, that record shall constitute both the passing of a resolution and the minute of it.

## **12 Voting rights of members**

### **Right to vote**

- 12.1 Unless their Shares carry no right to vote, or unless a call or other amount presently payable has not been paid, all Members are entitled to vote at a general meeting, whether on a show of hands or a poll, and all Members holding Shares of a particular class are entitled to vote at a meeting of the holders of that class of Shares.
- 12.2 Members may vote in person or by proxy.
- 12.3 On a show of hands, every Member shall have one vote. For the avoidance of doubt, an individual who represents two or more Members, including a Member in that individual's own right, shall be entitled to a separate vote for each Member.
- 12.4 On a poll a Member shall have one vote for each Share he holds, unless any Share carries special voting rights.
- 12.5 A fraction of a Share shall entitle its holder to an equivalent fraction of one vote.
- 12.6 No Member is bound to vote on his Shares or any of them; nor is he bound to vote each of his Shares in the same way.

### **Rights of joint holders**

- 12.7 If Shares are held jointly, only one of the joint holders may vote. If more than one of the joint holders tenders a vote, the vote of the holder whose name in respect of those Shares appears first in the register of members shall be accepted to the exclusion of the votes of the other joint holders.

### **Representation of corporate Members**

- 12.8 Save where otherwise provided, a corporate Member must act by one or more duly authorised representatives.
- 12.9 A corporate Member wishing to act by a duly authorised representative must identify that person to the Company by notice in writing.
- 12.10 The authorisation may be for any period of time, and must be delivered to the Company not less than two hours before the commencement of the meeting at which it is first used.
- 12.11 The directors of the Company may require the production of any evidence which they consider necessary to determine the validity of the notice.
- 12.12 Where a duly authorised representative is present at a meeting that Member is deemed to be present in person; and the acts of the duly authorised representative are personal acts of that Member.

12.13 A corporate Member may revoke the appointment of a duly authorised representative at any time by notice to the Company; but such revocation will not affect the validity of any acts carried out by the duly authorised representative before the directors of the Company had actual notice of the revocation.

#### **Member with mental disorder**

12.14 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the Island or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by that Member's receiver, curator bonis or other person authorised in that behalf appointed by that court.

12.15 For the purpose of the preceding Article, evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote must be received not less than 24 hours before holding the relevant meeting or the adjourned meeting in any manner specified for the delivery of forms of appointment of a proxy, whether in writing or by Electronic means. In default, the right to vote shall not be exercisable.

#### **Objections to admissibility of votes**

12.16 An objection to the validity of a person's vote may only be raised at the meeting or at the adjourned meeting at which the vote is sought to be tendered. Any objection duly made shall be referred to the chairman whose decision shall be final and conclusive.

#### **Form of proxy**

12.17 An instrument appointing a proxy shall be in any common form or in any other form approved by the directors. A Member may appoint more than one proxy to attend on the same occasion.

12.18 The instrument must be in writing and signed in one of the following ways:

- (a) by the Member; or
- (b) by the Member's authorised attorney; or
- (c) if the Member is a corporation or other body corporate, under seal or signed by an authorised officer, secretary or attorney.

If the directors so resolve, the Company may accept an Electronic Record of that instrument delivered in the manner specified below and otherwise satisfying the Articles about authentication of Electronic Records.

12.19 The directors may require the production of any evidence which they consider necessary to determine the validity of any appointment of a proxy.

12.20 A Member may revoke the appointment of a proxy at any time by notice to the Company duly signed in accordance with the Article above about signing proxies; but such revocation will not affect the validity of any acts carried out by the proxy before the directors of the Company had actual notice of the revocation.

#### **How and when proxy is to be delivered**

12.21 Subject to the following Articles, the form of appointment of a proxy and any authority under which it is signed, or a copy of the authority certified notarially or in any other way approved by the directors, must be delivered so that it is received by the Company at any time before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote. They must be delivered in either of the following ways:

- (a) In the case of an instrument in writing, it must be left at or sent by post:
  - (i) to the registered office of the Company; or
  - (ii) to such other place within the Island specified in the notice convening the meeting or in any form of appointment of proxy sent out by the Company in relation to the meeting.
  
- (b) If, pursuant to the notice provisions, a notice may be given to the Company in an Electronic Record, an Electronic Record of an appointment of a proxy must be sent to the address specified pursuant to those provisions unless another address for that purpose is specified:
  - (i) in the notice convening the meeting; or
  - (ii) in any form of appointment of a proxy sent out by the Company in relation to the meeting; or
  - (iii) in any invitation to appoint a proxy issued by the Company in relation to the meeting.

12.22 Where a poll is taken:

- (a) if it is taken **more than** seven Clear Days after it is demanded, the form of appointment of a proxy and any accompanying authority (or an Electronic Record of the same) must be delivered as required under the preceding Article not less than 24 hours before the time appointed for the taking of the poll;
  
- (b) if it is taken **within** seven Clear Days after it was demanded, the form of appointment of a proxy and any accompanying authority (or an Electronic Record of the same) must be delivered as required under the preceding Article not less than two hours before the time appointed for the taking of the poll.

12.23 If the form of appointment of proxy is not delivered on time, it is invalid.

#### **Voting by proxy**

12.24 A proxy shall have the same voting rights at a meeting or adjourned meeting as the Member would have had except to the extent that the instrument appointing him limits those rights. Notwithstanding the appointment of a proxy, a Member may attend and vote at a meeting or adjourned meeting. If a Member votes on any resolution a vote by his proxy on the same resolution, unless in respect of different Shares, shall be invalid.

#### **13 Number of directors**

Unless otherwise determined by Ordinary Resolution, the minimum number of directors shall be one and the maximum number of directors shall be seven.

#### **14 Appointment, disqualification and removal of directors**

##### **First directors**

14.1 The first directors shall be appointed in writing by the subscriber or subscribers to the Memorandum.

##### **No age limit**

14.2 There is no age limit for directors save that they must be aged at least 18 years.

##### **Corporate directors**

14.3 Unless prohibited by law, a body corporate may be a director. If a body corporate is a director, the Articles about representation of corporate Members at general meetings apply, mutatis mutandis, to the Articles about directors' meetings.

##### **No shareholding qualification**

14.4 Unless a shareholding qualification for directors is fixed by Ordinary Resolution, no director shall be required to own Shares as a condition of his appointment.

##### **Appointment of directors**

14.5 A director may be appointed by Ordinary Resolution or by the directors. Any appointment may be to fill a vacancy or as an additional director.

14.6 A remaining director may appoint a director even though there is not a quorum of directors.

14.7 No appointment can cause the number of directors to exceed the maximum; and any such appointment shall be invalid.

## **Removal of directors**

14.8 A director may be removed by Ordinary Resolution.

## **Resignation of directors**

14.9 A director may at any time resign office by giving to the Company notice in writing or, if permitted pursuant to the notice provisions, in an Electronic Record delivered in either case in accordance with those provisions.

14.10 Unless the notice specifies a different date, the director shall be deemed to have resigned on the date that the notice is delivered to the Company.

## **Termination of the office of director**

14.11 A director's office shall be terminated forthwith if:

- (a) the director resigns his office by notice in writing to the Company;
- (b) he is prohibited by the law of the Island from acting as a director; or
- (c) he is made bankrupt or makes an arrangement or composition with his creditors generally; or
- (d) in the opinion of a registered medical practitioner by whom he is being treated he becomes physically or mentally incapable of acting as a director; or
- (e) he is made subject to any law relating to mental health or incompetence, whether by court order or otherwise; or
- (f) without the consent of the other directors, he is absent from meetings of directors for a continuous period of six months.

## **15 Alternate directors**

### **Appointment and removal**

15.1 Any director may appoint any other person, including another director, to act in his place as an alternate director. No appointment shall take effect until the director has given notice of the appointment to the other directors.

15.2 A director may revoke his appointment of an alternate at any time. No revocation shall take effect until the director has given notice of the revocation to the other directors.

15.3 A notice of appointment or removal of an alternate director must be given to the Company by any of the following methods:

- (a) by notice in writing in accordance with the notice provisions; or

- (b) if the Company has a facsimile address for the time being, by sending by facsimile transmission to that facsimile address a facsimile copy or, otherwise, by sending by facsimile transmission to the facsimile address of the Company's registered office a facsimile copy (in either case, the facsimile copy being deemed to be the notice unless Article 28.7 applies), in which event notice shall be taken to be given on the date of an error-free transmission report from the sender's fax machine, or
- (c) if the Company has an email address for the time being, by email to that email address or, otherwise, by email to the email address provided by the Company's registered office (in either case, the email being deemed to be the notice unless Article 28.7 applies), in which event notice shall be taken to be given on the date of receipt by the Company or the Company's registered office (as appropriate); or
- (d) if permitted pursuant to the notice provisions, in some other form of approved Electronic Record delivered in accordance with those provisions in writing.

#### **Notices**

- 15.4 All notices of meetings of directors shall continue to be given to the appointing director and not to the alternate.

#### **Rights of alternate director**

- 15.5 An alternate director, where so appointed and acting, shall be entitled to attend and vote at any board meeting or meeting of a committee of the directors at which the appointing director is not personally present, and generally to perform all the functions of the appointing director in his or her absence. An alternate director, however, is not entitled to receive any remuneration from the Company for services rendered as an alternate director.
- 15.6 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

#### **Appointment ceases when the appointor ceases to be a director**

- 15.7 An alternate director shall cease to be an alternate director if the director who appointed him ceases to be a director.

#### **16 Powers of directors**

##### **Powers of directors**

- 16.1 Subject to the provisions of the Law, the Memorandum, these Articles and any directions given by Special Resolution, the business of the Company shall be managed by the directors who may for that purpose exercise all the powers of the Company.



16.2 No prior act of the directors shall be invalidated by any subsequent alteration of the Memorandum or these Articles or any direction given by Special Resolution. However, to the extent allowed by the Law, Members may in accordance with the Law validate any prior or future act of the directors which would otherwise be in breach of their duties.

### **Appointments to office**

16.3 The directors may appoint a director:

- (a) as chairman of the board of directors;
- (b) as managing director;
- (c) to any other executive office

for such period and on such terms, including as to remuneration, as they think fit.

16.4 The appointee must consent in writing to holding that office.

16.5 Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of any agreement relating to the provision of the services of such director.

16.6 Where a chairman is appointed he shall, unless unable to do so, preside at every meeting of directors.

16.7 If there is no chairman, or if the chairman is unable to preside at a meeting, that meeting may select its own chairman; or the directors may nominate one of their number to act in place of the chairman should he ever not be available.

16.8 Subject to the provisions of the Law, the directors may also appoint any person, who need not be a director:

- (a) as Secretary; and
- (b) to any office that may be required,

for such period and on such terms, including as to remuneration, as they think fit. In the case of an Officer, that Officer may be given any title the directors decide.

16.9 The Secretary or Officer must consent in writing to holding that office.

16.10 A director, Secretary or other Officer of the Company may not hold office, or perform the services, of auditor.

## **Remuneration**

- 16.11 Every director may be remunerated by the Company for the services he provides for the benefit of the Company, whether as director, employee or otherwise, and shall be entitled to be paid for the expenses incurred in the Company's business including attendance at directors' meetings.
- 16.12 A director's remuneration shall be fixed by the Company by Ordinary Resolution. Unless that resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.
- 16.13 Remuneration may take any form and may include arrangements to pay pensions, health insurance, death or sickness benefits, whether to the director or to any other person connected to or related to him.
- 16.14 Unless his fellow directors determine otherwise, a director is not accountable to the Company for remuneration or other benefits received from any other company which is in the same group as the Company or which has common shareholdings.

## **17 Delegation of powers**

### **Power to delegate any of the directors' powers to a committee**

- 17.1 The directors may delegate any of their powers to any committee consisting of one or more persons. The committee may include non-directors so long as the majority of persons on the committee are directors.
- 17.2 The delegation may be collateral with, or to the exclusion of, the directors' own powers.
- 17.3 The delegation may be on such terms as the directors think fit, including provision for the committee itself to delegate to a sub-committee; save that any delegation must be capable of being revoked or altered by the directors at will.
- 17.4 Unless otherwise permitted by the directors, a committee must follow the procedures prescribed for the taking of decisions by directors.

### **Power to appoint an agent of the Company**

- 17.5 The directors may appoint any person, either generally or in respect of any specific matter, to be the agent of the Company with or without authority for that person to delegate all or any of that person's powers. The directors may make that appointment:
- (a) by causing the Company to enter into a power of attorney or agreement; or
  - (b) in any other manner they determine.

## **Power to appoint an attorney or authorised signatory of the Company**

17.6 The directors may appoint any person, whether nominated directly or indirectly by the directors, to be the attorney or the authorised signatory of the Company. The appointment may be:

- (a) for any purpose;
- (b) with the powers, authorities and discretions;
- (c) for the period; and
- (d) subject to such conditions,

as they think fit. The powers, authorities and discretions, however, must not exceed those vested in, or exercisable by, the directors under these Articles. The directors may make such an appointment by power of attorney or any other manner they think fit.

17.7 Any power of attorney or other appointment may contain such provision for the protection and convenience for persons dealing with the attorney or authorised signatory as the directors think fit. Any power of attorney or other appointment may also authorise the attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in that person.

## **18 Meetings of directors**

### **Regulation of directors' meetings**

18.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.

### **Calling meetings**

18.2 Any director may call a meeting of directors at any time. The Secretary, if any, must call a meeting of the directors if requested to do so by a director.

### **Notice of meetings**

18.3 Every director shall be given notice of a meeting, although a director may waive retrospectively the requirement to be given notice. Notice may be oral.

### **Use of technology**

18.4 A director may participate in a meeting of directors through the medium of conference telephone, video or any other form of communications equipment providing all persons participating in the meeting are able to hear and speak to each other throughout the meeting.

18.5 A director participating in this way is deemed to be present in person at the meeting.

#### **Quorum**

18.6 The quorum for the transaction of business at a meeting of directors shall be two unless the directors fix some other number but in any case shall not be one director. In the event that the Company has one director, the transaction of business shall be by way of written resolution only.

#### **Voting**

18.7 A question which arises at a board meeting shall be decided by a majority of votes. If votes are equal the chairman may, if he wishes, exercise a casting vote.

#### **Validity**

18.8 Anything done at a meeting of directors is unaffected by the fact that it is later discovered that any person was not properly appointed, or had ceased to be a director, or was otherwise not entitled to vote.

#### **Recording of dissent**

18.9 A director present at a meeting of directors shall be presumed to have assented to any action taken at that meeting unless:

- (a) his dissent is entered in the minutes of the meeting; or
- (b) he has filed with the meeting before it is concluded a signed dissent from that action; or
- (c) he has forwarded to the Company as soon as practical following the conclusion of that meeting a signed dissent.

A director who votes in favour of an action is not entitled to record his dissent to it.

#### **Written resolutions**

18.10 The directors may pass a resolution in writing without holding a meeting if the following conditions are met:

- (a) all directors are given notice of the resolution;
- (b) the resolution is set out in a document or documents indicating that it is a written resolution; and
- (c) all of the directors:
  - (i) sign a document; or

- (ii) sign several documents in the like form each signed by one or more directors;  
and
- (d) the signed document or documents is or are delivered to the Company, including, if the Company so nominates by delivery of an Electronic Record, by Electronic means to the address specified for that purpose.

18.11 Such written resolution shall be as effective as if it had been passed at a meeting of the directors duly convened and held; and it shall be treated as having been passed on the day and at the time that the last director signs.

## **19 Permissible directors' interests and disclosure**

### **Permissible interests subject to disclosure**

- 19.1 Save as expressly permitted by these Articles or as set out below, a director may not have a direct or indirect interest which to a material extent conflicts or may conflict with the interests of the Company.
- 19.2 If, notwithstanding the prohibition in the preceding Article, a director discloses any material direct or indirect interest in accordance with the next Article, he may:
- (a) be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is or may otherwise be interested;
  - (b) be interested in another body corporate promoted by the Company or in which the Company is otherwise interested. In particular, the director may be a director, secretary or officer of, or employed by, or be a party to any transaction or arrangement with, or otherwise interested in, that other body corporate.
- 19.3 The disclosure required by the preceding Article must be achieved by the interested director disclosing to his fellow directors, whether at a meeting of the board or otherwise (and, if otherwise, it must be made in writing), the nature and extent of his direct or indirect interest in a transaction or arrangement or series of transactions or arrangements with the Company or in which the Company has any material interest.
- 19.4 If a director has disclosed his interest in accordance with the preceding Article, then he shall not, by reason only of his office, be accountable to the Company for any benefit which he derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

### **Notification of interests**

- 19.5 For the purposes of the preceding Article, a director shall be taken to have sufficiently disclosed the nature and extent of any material interest in a transaction or arrangement if:

(a) the director gives a general notice to the other directors that a specific person or class of persons has an interest, of the nature and extent specified in the notice, in a transaction or arrangement; and

(b) the director meets the description of the specified person or class of persons.

19.6 A director shall not be treated as having an interest in a transaction or arrangement if he has no knowledge of that interest and it is unreasonable to expect the director to have that knowledge.

#### **Voting where a director is interested in a matter**

19.7 A director may vote at a meeting of directors on any resolution concerning a matter in which that director has an interest or duty, whether directly or indirectly, so long as that director discloses any material interest pursuant to these Articles. The director shall be counted towards a quorum of those present at the meeting. If the director votes on the resolution, his vote shall be counted.

19.8 Where proposals are under consideration concerning the appointment of two or more directors to offices or employment with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.

#### **20 Minutes**

The Company shall cause minutes to be made in books kept for the purpose in accordance with the Law.

#### **21 Accounts and audits**

##### **Accounting and other records**

21.1 The directors must ensure that proper accounting and other records are kept, and that accounts and associated reports are distributed in accordance with the requirements of the Law.

##### **No automatic right of inspection**

21.2 Members are only entitled to inspect the Company's records if they are expressly entitled to do so by law, or by resolution made by the directors or passed by Ordinary Resolution.

### **Sending of accounts and reports**

21.3 The Company's accounts and associated directors' report or auditor's report that are required or permitted to be sent to any person pursuant to any law shall be treated as properly sent to that person if:

- (a) they are sent to that person in accordance with the notice provisions; or
- (b) they are published on a website providing that person is given separate notice of:
  - (i) the fact that publication of the documents has been published on the website;
  - (ii) the address of the website;
  - (iii) the place on the website where the documents may be accessed; and
  - (iv) how they may be accessed.

21.4 If, for any reason, a person notifies the Company that he or she is unable to access the website, the Company must, as soon as practicable, send the documents to that person by any other means permitted by these Articles. This, however, will not affect when that person is taken to have received the documents under the next Article.

### **Time of receipt if documents are published on a website**

21.5 Documents sent by being published on a website in accordance with the preceding two Articles are only treated as sent at least 14 Clear Days before the date of the meeting at which they are to be laid if:

- (a) the documents are published on the website throughout a period beginning at least 14 Clear Days before the date of the meeting and ending with the conclusion of the meeting; and
- (b) the person is given at least 14 Clear Days' notice of the meeting.

### **Validity despite accidental error in publication on website**

21.6 If, for the purpose of a meeting, documents are sent by being published on a website in accordance with the preceding Articles, the proceedings at that meeting are not invalidated merely because:

- (a) those documents are, by accident, published in a different place on the website to the place notified; or
- (b) they are published for part only of the period from the date of notification until the conclusion of that meeting.

## **When accounts are to be audited**

- 21.7 Unless the directors or the Members, by Ordinary Resolution, so resolve or unless the Law so requires, the Company's accounts will not be audited. If the Members so resolve, the Company's accounts shall be audited in the manner determined by Ordinary Resolution. Alternatively, if the directors so resolve, they shall be audited in the manner they determine.

## **22 Record dates**

Except to the extent of any conflicting rights attached to Shares, the directors may fix any time and date as the record date for declaring or paying a dividend or making or issuing an allotment of Shares. The record date may be before or after the date on which a dividend, allotment or issue is declared, paid or made.

## **23 Dividends**

### **Declaration of dividends by Members**

- 23.1 Subject to the provisions of the Law, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the Members but no dividend shall exceed the amount recommended by the directors. Any such declared dividend, subject to it not exceeding the amount recommended by the directors, shall be a debt owed by the Company due on the date that such dividend is declared to be payable or, if no date is specified, immediately.

### **Payment of interim dividends by directors**

- 23.2 Subject to the provisions of the Law, the directors may pay interim dividends in accordance with the respective rights of the Members. Any interim dividend shall not be a debt owed by the Company until such time as payment of the dividend is made.
- 23.3 In relation to Shares carrying differing rights to dividends or rights to dividends at a fixed rate, the following applies:
- (a) if the share capital is divided into different classes, the directors may pay dividends on Shares which confer deferred or non-preferred rights with regard to dividends as well as on Shares which confer preferential rights with regard to dividends but no dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears;
  - (b) subject to the provisions of the Law, the directors may also pay, at intervals settled by them, any dividend payable at a fixed rate if it appears to them that there are sufficient funds of the Company lawfully available for distribution to justify the payment;
  - (c) if the directors act in good faith, they shall not incur any liability to the Members holding Shares conferring preferred rights for any loss those Members may suffer by



the lawful payment of the dividend on any Shares having deferred or non-preferred rights.

#### **Apportionment of dividends**

23.4 Except as otherwise provided by the rights attached to Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amount paid up on the Shares during the time or part of the time in respect of which the dividend is paid. But if a Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for dividend accordingly.

#### **Right of set off**

23.5 The directors may deduct from a dividend or any other amount payable to a person in respect of a Share any amount due by that person to the Company on a call or otherwise in relation to a Share.

#### **Power to pay other than in cash**

23.6 If the directors so determine, any resolution determining a dividend may direct that it shall be satisfied wholly or partly by the distribution of assets or the issue of Shares. If a difficulty arises in relation to the distribution, the directors may settle that difficulty in any way they consider appropriate. For example, they may do any one or more of the following:

- (a) issue fractional Shares;
- (b) fix the value of assets for distribution and make cash payments to some Members on the footing of the value so fixed in order to adjust the rights of Members; and
- (c) vest some assets in trustees.

#### **How payments may be made**

23.7 A dividend or other monies payable on or in respect of a Share may be paid in any of the following ways:

- (a) if the Member holding that Share or other person entitled to that Share nominates a bank account for that purpose, by wire transfer to that bank account; or
- (b) by cheque or warrant sent by post to the registered address of the Member holding that Share or other person entitled to that Share.

23.8 For the purpose of paragraph 23.7(a), the nomination may be in writing or in an Electronic Record and the bank account nominated may be the bank account of another person. For the purpose of paragraph 23.7(b), subject to any applicable law or regulation, the cheque or warrant shall be made to the order of the Member holding that Share or other person entitled

to the Share or to his nominee, whether nominated in writing or in an Electronic Record, and payment of the cheque or warrant shall be a good discharge to the Company.

23.9 If two or more persons are registered as the holders of the Share or are jointly entitled to it by reason of the death or bankruptcy of the registered holder (**Joint Holders**), a dividend (or other amount) payable on or in respect of that Share may be paid as follows:

- (a) to the registered address of the Joint Holder of the Share who is named first on the register of members or to the registered address of the deceased or bankrupt holder, as the case may be; or
- (b) to the address or bank account of another person nominated by the Joint Holders, whether that nomination is in writing or in an Electronic Record.

23.10 Any Joint Holder of a Share may give a valid receipt for a dividend (or other amount) payable in respect of that Share.

#### **Dividends or other monies not to bear interest in absence of special rights**

23.11 Unless provided for by the rights attached to a Share, no dividend or other monies payable by the Company in respect of a Share shall bear interest.

#### **Dividends unable to be paid or unclaimed**

23.12 If a dividend cannot be paid to a Member or remains unclaimed within six weeks after it was declared or both, the directors may pay it into a separate account in the Company's name. If a dividend is paid into a separate account, the Company shall not be constituted trustee in respect of that account and the dividend shall remain a debt due to the Member.

23.13 A dividend that remains unclaimed for a period of ten years after it became due for payment shall be forfeited to, and shall cease to remain owing by, the Company.

### **24 Capitalisation of profits**

#### **Capitalisation of profits or of any share premium account or capital redemption reserve**

24.1 Subject to the Law, the directors may resolve to capitalise any part of the Company's reserves not required for paying any preferential dividend.

The amount resolved to be capitalised must be appropriated to the Members who would have been entitled to it had it been distributed by way of dividend and in the same proportions. The benefit to each Member so entitled must be given in either or both of the following ways:

- (a) by paying up the amounts unpaid on that Member's Shares;
- (b) by issuing Fully Paid Shares or debentures of the Company to that Member or as that Member directs. The directors may resolve that any Shares issued to the Member in

respect of partly paid Shares (**Original Shares**) rank for dividend only to the extent that the Original Shares rank for dividend while those Original Shares remain partly paid.

### **Applying an amount for the benefit of members**

24.2 Subject to the Law, if a fraction of a Share or a debenture is allocated to a Member, the directors may issue a fractional certificate to that Member or pay him the cash equivalent of the fraction.

## **25 Seal**

### **Company seal**

25.1 The Company may have a seal if the directors so determine.

### **Official seal**

25.2 Subject to the provisions of the Law, the Company may also have:

- (a) an official seal or seals for use in any place or places outside the Island. Each such official seal shall be a facsimile of the original seal of the Company but shall have added on its face the name of the country, territory or place where it is to be used or the words "branch seal", and
- (b) an official seal for use only in connection with the sealing of securities issued by the Company and such official seal shall be a copy of the common seal of the Company but shall in addition bear the word "securities".

### **When and how seal is to be used**

25.3 A seal may only be used by the authority of the directors. Unless the directors otherwise determine, a document to which a seal is affixed must be signed in one of the following ways:

- (a) by a director (or his alternate) and the Secretary; or
- (b) by a single director (or his alternate).

### **If no seal is adopted or used**

25.4 If the directors do not adopt a seal, or a seal is not used, a document may be executed in the following manner:

- (a) by a director (or his alternate) and the Secretary; or
- (b) by a single director (or his alternate); or
- (c) by any other person authorised by the directors, or

- (d) in any other manner permitted by the Law.

### **Power to allow non-manual signatures and facsimile printing of seal**

25.5 The directors may determine that either or both of the following applies:

- (a) that the seal or a duplicate seal need not be affixed manually but may be affixed by some other method or system of reproduction;
- (b) that a signature required by these Articles need not be manual but may be a mechanical or Electronic Signature.

### **Validity of execution**

25.6 If a document is duly executed and delivered by or on behalf of the Company, it shall not be regarded as invalid merely because, at the date of the delivery, the Secretary, or the director, or other Officer or person who signed the document or affixed the seal for and on behalf of the Company ceased to be the Secretary or hold that office and authority on behalf of the Company.

## **26 Indemnity**

### **Indemnity**

26.1 To the extent permitted by law, the Company shall indemnify each existing or former Secretary, director (including alternate director), and other Officer of the Company (including an administrator or liquidator) and their personal representatives against:

- (a) all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by the existing or former Secretary or Officer in or about the conduct of the Company's business or affairs or in the execution or discharge of the existing or former Secretary's or Officer's duties, powers, authorities or discretions; and
- (b) without limitation to paragraph 26.1(a), all costs, expenses, losses or liabilities incurred by the existing or former Secretary or Officer in defending (whether successfully or otherwise in accordance with the Law) any civil, criminal, administrative or investigative proceedings (whether threatened, pending or completed) concerning the Company or its affairs in any court or tribunal, whether in the Island or elsewhere.

No such existing or former Secretary or Officer, however, shall be indemnified in respect of any matter arising out of his own dishonesty.

26.2 To the extent permitted by law, the Company may make a payment, or agree to make a payment, whether by way of advance, loan or otherwise, for any legal costs incurred by an existing or former Secretary or Officer of the Company in respect of any matter identified in

paragraph 26.1(a) or paragraph 26.1(b) on condition that the Secretary or Officer must repay the amount paid by the Company to the extent that it is ultimately found not liable to indemnify the Secretary or that Officer for those legal costs.

## **Release**

26.3 To the extent permitted by law, the Company may by Special Resolution release any existing or former director (including alternate director), Secretary or other Officer of the Company from liability for any loss or damage or right to compensation which may arise out of or in connection with the execution or discharge of the duties, powers, authorities or discretions of his office; but there may be no release from liability arising out of or in connection with that person's own dishonesty.

## **Insurance**

26.4 To the extent permitted by law, the Company may pay, or agree to pay, a premium in respect of a contract insuring each of the following persons against risks determined by the directors, other than liability arising out of that person's own dishonesty:

- (a) an existing or former director (including alternate director), Secretary or Officer or auditor of:
  - (i) the Company;
  - (ii) a company which is or was a subsidiary, as defined in Article 2 of the Law, of the Company;
  - (iii) a company in which the Company has or had an interest (whether direct or indirect); and
- (b) a trustee of an employee or retirement benefits scheme or other trust in which any of the persons referred to in paragraph 26.4(a) is or was interested.

## **27 Notices**

### **Form of notices**

27.1 Save where these Articles provide otherwise, any notice to be given to or by any person pursuant to these Articles shall be:

- (a) in writing signed by or on behalf of the giver in the manner set out below for written notices;
- (b) subject to the next Article, in an Electronic Record signed by or on behalf of the giver by Electronic Signature and authenticated in accordance with Articles about authentication of Electronic Records; or

- (c) where these Articles expressly permit, by the Company by means of a website.

### **Electronic communications**

27.2 Without limitation to Articles 15.1 to 15.3 inclusive (relating to the appointment and removal of alternate directors by directors), a notice may only be given to the Company in an Electronic Record if:

- (a) the directors so resolve;
- (b) the resolution states how an Electronic Record may be given and, if applicable, specifies an email address for the Company; and
- (c) the terms of that resolution are notified to the Members for the time being and, if applicable, to those directors who were absent from the meeting at which the resolution was passed.

If the resolution is revoked or varied, the revocation or variation shall only become effective when its terms have been similarly notified.

27.3 A notice may not be given by Electronic Record to a person other than the Company unless the recipient has notified the giver of an Electronic address to which notice may be sent.

### **Persons authorised to give notices**

27.4 A notice by either the Company or a Member pursuant to these Articles may be given on behalf of the Company or a Member by a director or the Secretary or a Member. Without limitation to the Articles about the power to allow non-manual signatures and facsimile printing of the seal, the signature of a person on a notice given by the Company may be written, printed or stamped.

### **Delivery of written notices**

27.5 Save where these Articles provide otherwise, a notice in writing may be given personally to the recipient, or left at (as appropriate) the Member's or director's registered address or the Company's registered office, or posted to that registered address or registered office.

### **Joint holders**

27.6 Where Members are joint holders of a Share, all notices shall be given to the Member whose name first appears in the register of members.

### **Signatures**

27.7 A written notice shall be signed when it is autographed by or on behalf of the giver, or is marked in such a way as to indicate its execution or adoption by the giver.

27.8 An Electronic Record may be signed by an Electronic Signature.

#### **Evidence of transmission**

27.9 A notice given by Electronic Record shall be deemed sent if an Electronic Record is kept demonstrating the time, date and content of the transmission, and if no notification of failure to transmit is received by the giver.

27.10 A notice given in writing shall be deemed sent if the giver can provide proof that the envelope containing the notice was properly addressed, pre-paid and posted, or that the written notice was otherwise properly transmitted to the recipient.

#### **Giving notice to a deceased or bankrupt Member**

27.11 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description, at the address, if any, supplied for that purpose by the persons claiming to be so entitled.

27.12 Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

#### **Delivery of notices**

27.13 A notice shall be deemed to have been received by the intended recipient in accordance with the following table.

| <b>Method for giving notice</b>  | <b>When deemed to be received</b>   |
|--|---|
| Personally   | At the time and date of delivery  |
| By leaving it at the Member's registered address   | At the time and date it was left  |
| If the recipient has an address within the Island, by posting it by prepaid post to the street or postal address of that recipient     | On the day after the day when it was posted   |
| If the recipient has an address outside the Island, by posting it by prepaid airmail to the street or postal address of that recipient | On the third day after the day when it was posted for an address within the UK, the Isle of Man, another Channel Island or Europe<br><br>On the fifth day after the day when it |

|   |  |
|---|--|
|   | was posted for any other international address   |
| By Electronic Record (other than publication on a website), to recipient's Electronic address | On the day after the day when it was sent  |
| By publication on a website (notice of general meetings and sending of accounts and reports)  | For notice of a general meeting of Members, at the time and date that the recipient is deemed to have received notice of the publication (Articles 10.14 and 10.16)<br><br>For accounts and reports specified in Article 21.3, in accordance with Article 21.5 |

### **Saving provisions**

- 27.14 A Member present, either in person or by proxy, at any general meeting or of the Members holding any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 27.15 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.
- 27.16 None of the preceding notice provisions shall derogate from the Articles about the delivery of written resolutions of directors and written resolutions of Members.

### **28 Authentication of Electronic Records**

#### **Application of Articles**

- 28.1 Without limitation to any other provision of these Articles, any notice, written resolution or other document under these Articles that is sent by Electronic means by a Member, or by the Secretary, or by a director or other Officer of the Company, shall be deemed to be authentic if either Article 28.2 or Article 28.4 applies.

#### **Authentication of documents sent by Members by Electronic means**

- 28.2 An Electronic Record of a notice, written resolution or other document sent by Electronic means by or on behalf of one or more Members shall be deemed to be authentic if the following conditions are satisfied:



- (a) the Member or each Member, as the case may be, signed the original document, and for this purpose **Original Document** includes several documents in like form signed by one or more of those Members; and
- (b) the Electronic Record of the Original Document was sent by Electronic means by, or at the direction of, that Member to an address specified in accordance with these Articles for the purpose for which it was sent; and
- (c) Article 28.7 does not apply.

28.3 For example, where a sole Member signs a resolution and sends the Electronic Record of the original resolution, or causes it to be sent, by facsimile transmission to the address in these Articles specified for that purpose, the facsimile copy shall be deemed to be the written resolution of that Member unless Article 28.7 applies.

#### **Authentication of document sent by the Secretary or Officers by Electronic means**

28.4 An Electronic Record of a notice, written resolution or other document sent by or on behalf of the Secretary or an Officer or Officers of the Company shall be deemed to be authentic if the following conditions are satisfied:

- (a) the Secretary or the Officer or each Officer, as the case may be, signed the original document, and for this purpose **Original Document** includes several documents in like form signed by the Secretary or one or more of those Officers; and
- (b) the Electronic Record of the Original Document was sent by Electronic means by, or at the direction of, the Secretary or that Officer to an address specified in accordance with these Articles for the purpose for which it was sent; and
- (c) Article 28.7 does not apply.

This Article applies whether the document is sent by or on behalf of the Secretary or Officer in his own right or as a representative of the Company.

28.5 For example, where a sole director signs a resolution and scans the resolution, or causes it to be scanned, as a PDF version which is attached to an email sent to the address in these Articles specified for that purpose, the PDF version shall be deemed to be the written resolution of that director unless Article 28.7 applies.

#### **Manner of signing**

28.6 For the purposes of these Articles about the authentication of Electronic Records, a document will be taken to be signed if it is signed manually or in any other manner permitted by these Articles.

## **Saving provision**

28.7 A notice, written resolution or other document under these Articles will not be deemed to be authentic if the recipient, acting reasonably:

- (a) believes that the signature of the signatory has been altered after the signatory had signed the original document; or
- (b) believes that the original document, or the Electronic Record of it, was altered, without the approval of the signatory, after the signatory signed the original document; or
- (c) otherwise doubts the authenticity of the Electronic Record of the document,

and the recipient promptly gives notice to the sender setting the grounds of its objection. If the recipient invokes this Article, the sender may seek to establish the authenticity of the Electronic Record in any way the sender thinks fit.

## **29 Winding up**

### **Distribution of assets in specie**

29.1 If the Company is wound up, the Members may, subject to these Articles and any other sanction required by the Law, pass a Special Resolution allowing the liquidator or the directors, as the case may be, to do either or both of the following:

- (a) to divide in specie among the Members the whole or any part of the assets of the Company and, for that purpose, to value any assets and to determine how the division shall be carried out as between the Members or different classes of Members;
- (b) to vest the whole or any part of the assets in trustees for the benefit of Members and those liable to contribute to the winding up.

### **No obligation to accept liability**

29.2 No Member shall be compelled to accept any assets if an obligation attaches to them.

Dated the 13 day of January 2017

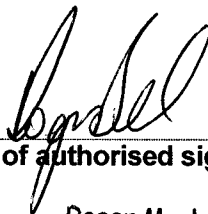
Signed for and on behalf of Intertrust Nominees (Jersey) Limited of 44  
Esplanade, St Helier, Jersey, JE4 9WG



Signature of authorised signatory

LUCY BLAMPID

Print name



Signature of authorised signatory

Roger Mark Bolan

Print name

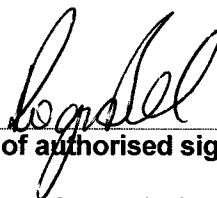
Signed for and on behalf of Intertrust Nominees 2 (Jersey) Limited of 44  
Esplanade, St Helier, Jersey, JE4 9WG



Signature of authorised signatory

LUCY BLAMPID

Print name



Signature of authorised signatory

Roger Mark Bolan

Print name

Witness to above signatures

44 Esplanade  
St Helier  
Jersey  
JE4 9WG



Signature

CHARLOTTE MANBY

Print name