

THE COMPANIES (GUERNSEY) LAW, 2008

NON-CELLULAR COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL

ARTICLES OF INCORPORATION

of

EDIBLE GUERNSEY LBG

1. INTERPRETATION

1.1 In these Articles if not consistent with the subject or context:

Articles	means these Articles of Association as amended or replaced.
accounts	means either individual accounts prepared in accordance with section 243 of the Law or consolidated accounts prepared in accordance with Section 244 of the Law.
at any time	includes for the time being and from time to time.
Guernsey	means the Island of Guernsey.
Board	means the Directors at any time or the Directors present at a duly convened meeting at which a quorum is present.
Chair	means the Chairman of the Board.
Charities Ordinance	means the Charities etc. (Guernsey and Alderney) Ordinance, 2021 and all rules and regulations promulgated thereunder including, without limitation, The Charities etc. (Amendments, Exemptions, Governance and Specified Amount) (Guernsey and Alderney) Regulations 2022.
clear days	in relation to the period of notice means that period excluding the day on which notice was given or on which it is to take effect.
Company	means Edible Guernsey LBG
Financial Year	(a) firstly, the period beginning on the date on which a Company was incorporated and ending within eighteen (18) months of that date; and (b) thereafter, the period beginning on the day after the previous financial year ended and ending within eighteen months (18) of that date.
Founders	means the Members subscribing at Incorporation.
Guaranteed Amount	the amount guaranteed by such Member for the purposes of Section 7(2)(a) of the Law being, in the case of Founder Members, £1 each.
Guarantor	means a guarantee Member of the Company including, for the avoidance of doubt, the Founders.
Law	means the Companies (Guernsey) Law, 2008 as amended extended or replaced from time to time and including any Ordinance statutory instrument or regulation made thereunder.

Member	means any person resident in Guernsey, aged 16 years or over, who meets the requirements set out in the Terms and Conditions, as promulgated by the Board and updated from time to time.
Memorandum	means the Memorandum of Incorporation of the Company.
Office	means the Registered Office of the Company.
Register	means the Register of Guarantors kept pursuant to the Law.
Officer	An Officer is a Director who is responsible for a specific task. The Officers of the Company are the Chair, the Secretary and the Treasurer.
special resolution	a resolution passed by a majority of not less than 75% of members present at a General Meeting, in accordance with Section 178 of the Law
unanimous resolution	a resolution agreed to by every member of the Company present at a General Meeting, in accordance with Section 180 of the Law.
waiver resolution	a resolution passed by a majority of not less than 90% of members present at a General Meeting, in accordance with Section 179 of the Law.

- 1.2 The singular includes the plural and vice versa.
- 1.3 The neuter includes the masculine and feminine and vice versa.
- 1.4 Word importing persons includes corporations.
- 1.5 References to writing include any mode of representing or reproducing words.
- 1.6 Subject to the above any words defined in the Law shall if not inconsistent with the subject or context have the same meaning in these Articles.
- 1.7 In the event of any conflict between these Articles and the mandatory provisions of the Law, the latter shall prevail.
- 1.8 Where a Section of the Law is referred to and that Section is amended or renumbered or supplemented, then the reference shall be deemed to refer to the same Section as amended, renumbered or supplemented.

2. AMENDMENTS

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

3. OBJECTS

The objects of the Company are:

- (a) To support, inclusive, accessible and sustainable growing of food in Guernsey.
- (b) To foster the health and wellbeing of persons living in Guernsey through growing food.
- (c) To promote food security in Guernsey.
- (d) To educate people in Guernsey about growing, preparing, and preserving food. in such a manner as from time to time determined by the Board of Directors of the Company.

- (e) The powers of the Company in pursuance of its objectives are unrestricted. The vehicle through which the Objects of the Company are achieved is the Guernsey registered Charity known as Edible Guernsey LBG: Guernsey charity number 479.

4. ADMISSION AND RETIREMENT OF GUARANTORS

- 4.1 Guarantors are members who have been appointed as Guarantors by the Board.
- 4.2 At any time, there shall always be a minimum of two Guarantors
- 4.3 A Guarantor may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.
- 4.4 The liability of each Guarantor shall be limited to their respective Guarantee Amounts.

5. MEETINGS OF MEMBERS

- 5.1 The first General Meeting of the Company shall be held within eighteen (18) months of the date of Incorporation as required by the Law and thereafter General Meetings shall be held once at least in each subsequent calendar year, in accordance with Section 199 of the Law but so that not more than fifteen (15) months may elapse between one General Meeting and the next. At each such Annual General Meeting shall be laid copies of the Company's most recent accounts, Treasurer's report and, if applicable, the auditor's report in accordance with Section 252 of the law. Other meetings of the Company shall be called Extraordinary General Meetings.
- 5.2 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting at which a quorum is present shall be treated as having attended that meeting provided that the Members present at the meeting can hear and speak to the participating Member.
- 5.3 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates and all participants can hear and speak to each other shall be a valid meeting.
- 5.4 The Board may, whenever it thinks fit, or upon the receipt of a written request from any 10 Members, forthwith proceed to convene an Extraordinary General Meeting. A requisition shall be dated and shall state the object of the meeting and shall be signed by the requisitionists and deposited at the Registered Office of the Company.
- 5.5 If the Board does not proceed to cause a General Meeting to be held within twenty-one (21) days from the date of the requisition being deposited the requisitionists may convene the meeting.

6. NOTICE OF GENERAL MEETING

- 6.1 A General Meeting of the Company (other than an adjourned meeting) must be called by notice of at least ten (10) clear days.
- 6.2 Notices may be published on a website.
- 6.3 Notice of a General Meeting must be sent to:
 - 6.3.1 every Member;
 - 6.3.2 every Director;
- 6.4 In paragraph 6.3, the reference to Members includes only persons registered as a Member.

- 6.5 Notice of a General Meeting must:
- 6.5.1 state the time and date of the meeting;
 - 6.5.2 state the place of the meeting;
 - 6.5.3 specify any special business to be put to the meeting (as defined in Article 7.1);
 - 6.5.4 contain the information required under section 178(6)(a) of the Law in respect of a resolution which is to be proposed as a special resolution at the meeting;
 - 6.5.5 contain the information required under Section 179(6)(a) of the Law in respect of a resolution which is to be proposed as a waiver resolution at the meeting; and
 - 6.5.6 contain the information required under Section 180(3)(a) of the Law in respect of a resolution which is to be proposed as a unanimous resolution at the meeting.
- 6.6 Notice of a General Meeting must state the general nature of the business to be dealt with at the meeting.
- 6.7 Where, by any provision in the law, special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the Company at least twenty-eight (28) clear days before the date of the meeting at which it is moved.
- 6.8 The Company must, where practicable, give its members notice of any such resolution in the same manner and at the same time as it gives notice of the meeting.
- 6.9 Where that is not practicable, the Company must give its members notice of at least fourteen (14) before the meeting –
- 6.9.1 by notice in La Gazette Officielle, or
 - 6.9.2 in any other manner deemed appropriate by the Board.
- 6.10 If, after notice of the intention to move such a resolution has been given by the Company, a meeting is called for a date twenty-eight (28) clear days or less after notice has been given, the notice is deemed to have been properly given, though not within the time required.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 The ordinary business of an Annual General Meeting shall be to receive and consider the profit and loss account and balance sheet of the Company and the reports of the Directors and Auditors, if any, to elect Directors and appoint Auditors in the place of those retiring, and to transact any other ordinary business which ought to be transacted at such a meeting. All other business shall be deemed special and shall be subject to notice as hereinbefore provided.
- 7.2 The quorum for a General Meeting shall be five (5) or more Members present in person.
- 7.3 If a quorum is not present at an Extraordinary General Meeting, if convened by requisition, it shall be dissolved and if an Extraordinary General Meeting is otherwise convened and is not quorate, it shall stand adjourned for fourteen (14) days at the same time and place and no notice of adjournment need be given.
- 7.4 The Chairman shall preside as chairman. If the Chairman is not present at the meeting those present shall elect from among their number a chairman.
- 7.5 The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

7.6 At any meeting a resolution put to the vote shall be decided by a show of hands. A declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously or by particular majority or lost and an entry to that effect made in the minute book shall be conclusive.

7.7 In case of equality of votes the chairman of the meeting shall have a second or casting vote.

8. VOTES OF MEMBERS

8.1 On a show of hands every Member present in person shall have one vote.

9. WRITTEN RESOLUTIONS

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

9.2 Notice specifying the proposed resolution in writing may be sent to Members by post or electric communication, or such other written means as the Board may, subject to the law, determine.

10. APPOINTMENT OF DIRECTORS

10.1 The first Directors of the Company shall be elected by the subscribers to the Memorandum of Incorporation.

10.2 The Members may in General Meeting by resolution amend the composition of the Board. The number of Directors shall not be subject to any maximum and the minimum shall be three (3).

10.3 The Board shall have power at any time to appoint any person eligible in accordance with Section 137 of the law to be a Director either to fill a casual vacancy or as an addition to existing Directors but so that the total number of Directors shall not at any time exceed the number, if any, fixed in pursuance of these articles.

10.4 At the first Annual General Meeting of the Company and at each Annual General Meeting thereafter one Director shall retire from office by rotation but still be eligible to offer himself or herself for re-election.

10.5 The Director to retire by rotation shall be any Director who wishes to retire and not to offer himself or herself for re-election. If no Director wishes to retire then the Director to retire shall be that Director who has been longest in office since his or her last re-election or appointment and so that as between persons who were appointed or were last re-elected on the same day those to retire shall be determined by lot.

10.6 Without prejudice to the powers of the Board, Members in General Meeting may elect any person to be a Director either to fill a vacancy or as an addition to the Board.

10.7 Subject to Article 10.3, the office of Director shall not be subject to any time limit or maximum length of service, but will be subject to re-election at the next Annual General Meeting.

10.8 The Directors shall not be remunerated for activities for acting as a Director of the Company but shall be entitled to be repaid all reasonable out-of-pocket expenses properly incurred by them in or with a view to the performance of their duties or in attending meetings of the Board or of committees or general meetings or in rendering or performing additional or special services to the Company whether in Guernsey or elsewhere.

11. POWERS AND DUTIES OF THE BOARD

- 11.1 The Company shall be managed by the Board who shall have full power, authority, and discretion on behalf of the Company.
- 11.2 At all times all of the Directors must be resident in the Island of Guernsey.
- 11.3 Every Director must be a Member of the Company
- 11.4 The Board may exercise all such powers as are not required to be exercised by the Members in general meeting subject nevertheless to these Articles and to the law and to such regulations as may be prescribed by the Members in general meeting but no regulation so made shall invalidate any prior act of the Board.
- 11.5 The Board may at any time by power of attorney appoint any person or any fluctuating body of persons whether nominated directly or indirectly by the Board to be the attorney of the Company for such purposes and with such powers and discretions and for such periods and subject to such conditions as the Board may determine and any such power of attorney may contain such provision for the protection and convenience of persons dealing with the attorney as the Board may determine and may also authorise any attorney to delegate all or any of his powers and discretions.
- 11.6 All cheques bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed drawn accepted endorsed or otherwise executed in such manner as the Board shall at any time determine.
- 11.7 The Board shall cause Minutes to be made:
- 11.7.1 of all appointments of Officers:
 - 11.7.2 of the names of the Directors present at each meeting of the Board of any committee:
 - 11.7.3 of all resolutions and proceedings of General Meetings of the Company and meetings of the Board and of committees.
- 11.8 The Board may from time to time recommend additions to, deletions of, or revisions of any of these Articles as they shall think expedient for the management and well-being of the Company.
- 11.9 Each Director shall be a person of integrity and probity who has suitable skills and experience to discharge their role as Director.
- 11.10 Each Director shall be under a duty to:
- 11.10.1 act in good faith at all times with a general duty of care to the Company.
 - 11.10.2 act only in accordance with the powers afforded to them by these Articles.
 - 11.10.3 ensure that there are measures in place to ensure the Company achieves its purpose and objectives effectively, fulfils its other obligations under these Articles and discharges any legal obligation to which it is subject:
 - 11.10.4 review the activities of the Company, as well as their own performance, from time to time to ensure that the Company continues to achieve its purpose and objectives effectively, to fulfil its other obligations under these Articles and to discharge any legal obligation to which it is subject; and
 - 1.11.5 to take all reasonable measures with the object of ensuring that the financial position of the Company is satisfactory and prudent for the purposes of the Company's objectives.
- 11.12 The Board will take specific responsibility for fund-raising.

12. POWERS AND DUTIES OF THE CHAIRMAN

12.1 In addition to the duties imposed upon each of the Directors by these Articles, the Law and the Charities Ordinance the duties of the Chair are to act as the Chairman of the Board and to take reasonable steps to:

12.1.1 provide leadership to the Board and to the Company;

12.1.2 chair meetings of the Board and to try to ensure that the Board discharges its functions properly and to ensure the smooth running of meetings of the Board;

12.1.3 try to ensure that the Company is managed effectively; and

12.1.4 represent the Company as a figurehead

13. POWERS AND DUTIES OF THE SECRETARY

13.1 In addition to duties imposed upon each of the Directors by these Articles, the Law, and the Charities Ordinance the duties of Secretary are to take reasonable steps to ensure that:

13.1.1 the Company is aware of its legal and regulatory obligations and to oversee the compliance of the Company with its legal and regulatory obligations;

13.1.2 all registers and indexes are maintained in accordance with the provisions of applicable law, rule and regulation;

13.1.3 all notices and documents required to be filed or served upon the Guernsey Registrar of Companies, the Guernsey Registrar of Charities or other persons are duly so filed or served;

13.1.4 all meetings of the Members of the Board are duly convened and conducted;

13.1.5 all resolutions, records and minutes of the Company are properly kept;

13.1.6 copies of the Memorandum and Articles are kept fully up to date; and

13.1.7 the Directors are aware of any obligations imposed by the Memorandum and Articles.

14. POWERS AND DUTIES OF THE TREASURER

14.1 in addition to the duties imposed upon each of the Directors by these Articles the duties of Treasurer are to take reasonable steps to try:

14.1.1 to monitor and report on the financial health of the Company.

14.1.2 to ensure that proper financial records of the Company are kept;

14.1.3 to ensure that the Company maintains appropriate controls and procedures with regard to the operation of the Company's bank accounts and the payment of disbursements.

14.1.4 to provide general financial oversight and ensure compliance with relevant legislation including all necessary financial reports to be prepared, returns made and audits carried out.

15. COMMITTEES

- 15.1 The Directors may appoint one or more committees consisting of two or more individuals to perform any function or duty which in their opinion would be more conveniently undertaken or carried out by a committee provided that (unless the Directors otherwise so resolve) at least one member of every committee must be a Director and all acts and proceedings of any such committee are promptly reported to the Directors.
- 15.2 Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of Directors in so far as they are capable of applying.

16. CONFLICTS OF INTEREST

- 16.1 A Director must, immediately after becoming aware of the fact that, he or she is interested in a transaction or proposed transaction with the Company, disclose to the Board in accordance with Section 162 of the Law;
- 16.6.1 if the monetary value of the Director's interest is quantifiable, the nature and monetary value of that interest or;
- 16.6.2 if the monetary value of the Director's interest is not quantifiable, the nature and extent of that interest.
- 16.2 Paragraph 16 does not apply if:
- 16.2.1 the transaction or proposed transaction is between the Director and the Company; and
- 16.2.2 the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.
- 16.3 A general disclosure to the Board to the effect that a Director has an interest (as Director, Officer, employee, Member, or otherwise) in a party and is not to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to that transaction.
- 16.4 Nothing in paragraphs 16.1, 16.2, and 16.3 applies in relation to;
- 16.4.1 remuneration or other benefit given to a Director;
- 16.4.2 insurance purchased or maintained for a Director in accordance with Section 158 of the Law; or
- 16.4.3 qualifying third party indemnity provision provided for a Director in accordance with Section 159 of the Law.
- 16.5 A Director who is interested in a transaction entered into, or to be entered into, by the Company, may:
- 16.5.1 not vote on a matter relating to the transaction;
- 16.5.2 not sign a document relating to the transaction on behalf of the Company; and
- 16.5.3 attend a meeting of Directors at which a matter relating to the transaction arises and be included among the Directors present at the meeting for the purposes of a quorum;
- 16.5.4 do any other thing in his capacity as a Director in relation to the transaction.

- 16.6 Subject to paragraph 16.7, a Director is interested in a transaction to which the Company is a party if the Director;
- 16.6.1 is a party to, or may derive a material benefit from, the transaction;
 - 16.6.2 has a material financial interest in another party to the transaction;
 - 16.6.3 is a Director, officer, employee or Member of another party (other than the party which is an associated company) who may derive a material financial benefit from the transaction; or
 - 16.6.4 is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
 - 16.6.5 is otherwise directly or indirectly materially interested in the transaction.
- 16.7 A Director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the Director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.
- 16.8 A Director may hold any other office under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office or otherwise as the Directors may determine.
- 16.9 Any Director may act by himself or herself, or his or her firm in a professional capacity for the Company and he or she, or his or her firm shall be entitled to remuneration for professional services, subject to the Board's approval, as if he were not a Director provided that nothing contained shall authorise a Director or his firm to act as Auditor to the Company.
- 16.11 Any Director may continue to be or become a Director, Managing Director, manager or other officer or Member of any company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him or her as a Director, Managing Director, manager or other officer or Member of any such other company.

17. RETIREMENT & DISQUALIFICATION OF DIRECTORS

- 17.1 A Director shall cease to hold office:
- 17.1.1 if he or she (not being a person holding for a fixed term an executive office subject to termination if he or she ceased for any reason to be a Director) resigns his or her office by written notice signed by him or her sent or deposited at the Registered Office;
 - 17.1.2 if he or she is absent from 3 consecutive Board Meetings without leave of, or arrangement with, the Board and the other Directors, and the Board resolves that the Director will be removed.
 - 17.1.3 if he or she ceases to be a resident of Guernsey;
 - 17.1.4 if he or she dies or becomes of unsound mind or incapable;
 - 17.1.5 if he or she becomes insolvent suspends payment or compounds with his creditors;
 - 17.1.6 if he or she is requested to resign by written notice signed by all of his or her co-Directors;
 - 17.1.7 if the Company in General Meeting shall declare that he or she shall cease to be a Director; or

17.1.8 if the Members in General Meeting remove any Director before the expiration of his or her period of office they or the Board may appoint another person to be a Director in his or her place who shall retain his office for so long only as the Director in whose place he or she is appointed would have remained a Director if he or she had not been removed.

18. PROCEEDINGS OF DIRECTORS

- 18.1 At all meetings of the Board, the Chairman shall take the chair and in his absence, the Board present at the meeting shall choose one of their number to chair the meeting.
- 18.2 The Board may meet for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman at the meeting shall only have a casting vote.
- 18.3 A Director in communication with one or more other Directors so that each Director participating in the communication can hear or read what is said or communicated by each of the others, is deemed to be present at a meeting with the other Directors so participating and, in case of an equality of votes the chairman at the meeting shall only have a casting vote.
- 18.4 At Board meetings, a video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Directors participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to have taken place where the chairman is present unless the Directors resolve otherwise.
- 18.5 The Board shall determine the notice necessary for its meetings and the persons to whom notice should be given.
- 18.6 A meeting of the Board at which a quorum is present shall be able to exercise all powers and discretions of the Board.
- 18.7 The continuing Directors may act notwithstanding any vacancy.
- 18.8 The Board may delegate any of their powers to committees consisting of such one or more Directors as they think fit. Any such committee shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- 18.9 The quorum necessary for the transaction of the business of the Board shall likewise be a majority of the Directors. The quorum necessary for the transaction of the business of a committee shall be fixed by the Board as long as the Director who is a member of the said Committee is present.

19. AUTHENTICATION OF DOCUMENTS

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

20. APPOINTMENT OF AGENTS

The Directors may, subject to any restriction thereon contained in the Law, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it may determine.

21. REQUIREMENTS FOR POWER OF ATTORNEY

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

22. ACCOUNTS & REPORTS

- 22.1 The Board shall maintain accounting records and issue reports in accordance with Part XV of the Law.
- 22.2 The company shall keep accounting records which are sufficient to show and explain its transactions and are such as to:
 - 22.2.1 disclose with reasonable accuracy, at any time, the financial position of the Company at the time and
 - 22.2.2 enable the Board to ensure that any accounts prepared by the Company are prepared properly and in accordance with relevant enactment for the time being in force.

23. ACCOUNTING RECORDS

- 23.1 The Company's accounting records shall be kept:
 - 23.1.1 at the Company's Registered Office; or
 - 23.1.2 at such other place as the Board thinks fit;
 - 23.1.3 Account records (and, where returns are sent, returns) shall at all reasonable times be open to inspection by any Director, Secretary or officer of the Company at the place at which they are kept.
- 23.2 Subject to Section 244 of the Law, the Board of the Company shall prepare accounts of the Company for each of the company's financial years.
- 23.3 The accounts shall include:
 - 23.3.1 a profit and loss account; and
 - 23.3.2 a balance sheet
- 23.4 The accounts shall:
 - 23.4.1 give (and state that they give) a true and fair view;
 - 23.4.2 be in accordance (and state that they are in accordance) with generally accepted accounting principles and state which principles have been adopted; and
 - 23.4.3 comply (and state that they comply) with any relevant enactment for the time being in force.
- 23.5 The accounts shall be approved by the Board and signed to that effect by the Chairman.
- 23.6 The Board shall prepare a Treasurer's Report for each of the Company's financial years.
- 23.7 The Treasurer's Report must state the principle activities (if any) of the Company in the course of the financial year and may be in summary form.
- 23.8 This Article applies to the Company unless it is exempt from audit in accordance with Section 256 of the law for the financial year in question.

23.9 The Treasurer's Report must contain a statement to the effect that, in the case of each of the persons who are Directors at the time the report is approved:

23.9.1 so far as the Treasurer is aware, there is no relevant audit information of which the Company's auditor is unaware; and

23.9.2 he or she has taken all the steps he ought to have taken as a Treasurer to make himself or herself aware of any relevant audit information and to establish that the Company's auditor is aware of that information.

23.10 The Treasurer is regarded as having taken all the steps that he or she ought to have taken as a Director in order to do the things mentioned in paragraph 23.14.2 if he or she has:-

23.10.1 made such enquiries of his or her fellow Directors and of the company's auditors for that purpose; and

23.10.2 taken such other steps (if any) for that purpose, as are required by his or her duty as a Treasurer of the Company to exercise reasonable care, skill, and diligence.

23.11 In this Article "relevant audit information" means information needed by the Company's auditor in connection with preparing his report.

23.12 Should the Members of the Company elect to become exempt from audit in accordance with Section 256 of the Law, the Treasurer's report must state that its accounts are exempt from the requirement to be audited and have not been audited.

23.13 The Company must send to each Member of the company within twelve (12) months after the end of the financial year to which they relate a copy of:

23.13.1 accounts;

23.13.2 Treasurer's Report; and

23.13.3 Auditor's Report (where one is required under Part XVI of the Law).

23.14 The Treasurer must send a Member or officer of the Company within seven (7) days after the date on which a written request is received, provided that he or she has not previously made such a request within that financial year, a copy of the most recent:

23.14.1 accounts;

23.14.2 Treasurer's Report; and

23.14.3 Auditor's Report (where one is required under Part XVI of the Law).

24. AUDIT

24.1 The Board may determine whether or not any of the Company's annual financial statements and accounts should be independently audited or examined, as befits the Company's size, nature and complexity.

24.2 Subject to Section 256 of the Law and having consulted with the Board under Article 24.1, the Members may resolve to exempt the company from the requirement to appoint auditors.

24.3 Whilst the Company continues as an unaudited company the provisions of the law so far as they relate to the appointment of auditors the duties of auditors and to the report of auditors shall be suspended and cease to have effect.

24.4 Subject to Articles 24.1 and 24.2 above, auditors shall be engaged in accordance with Part XVI of the Law.

25. NOTICES

25.1 A notice or other communication may be given by the Company to any Member, subject to Article 25.4 in electronic form.

25.2 Any notice or other document, if transmitted by electronic communication or other similar means which produce or enable production of a document containing the text of the communication, shall be regarded as served when it is received.

25.3 All Members shall be deemed to have agreed to accept communication from the company by electronic means in accordance with Section 526 and Schedule 3 of the Law unless a Member notifies the Company otherwise. Notice to the Company under this article must be in writing and signed by the Member and delivered to the Company's Registered Office or such other place as the Board directs.

26. INDEMNITIES

26.1 and The Directors, Secretary and Officers for the time being of the Company and their respective heirs executors shall, to the extent permitted by Section 157 of the law, be fully indemnified out of the assets and profits of the Company from and against all actions expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts except such (if any) as they shall incur through their own negligence, default, breach of duty or breach of trust respectively and none of them shall be answerable for the acts receipts neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for any insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except the same shall happen by or through their own negligence, default, breach of duty or breach of trust.

26.2 The Board may agree to such contractual indemnities for the benefit of the Directors, Officers, employees and other agents and contracting parties as they may from time to time, deem fit.

26.3 Notwithstanding paragraph 26.1, the Board may purchase and maintain at the expense of the Company, insurance for the benefit of the Directors, Directors, Officers, employees and other agents and/or to cover corporate reimbursement of such Directors, Secretary, officers, employees and other agents.

27. WINDING UP

27.1 The Company shall be wound up in any of the circumstances specified in the Law, or by a resolution properly constituted at an Annual General Meeting or an Extraordinary General Meeting, called for that purpose

27.2 If upon winding up, dissolution or voluntary strike-off the Company there remain assets, after the satisfaction of all its debts and liabilities, the same shall not be paid to or distributed among the Members but shall be given or transferred to any such other organisation with similar objectives to those of the Company as the Board or (if appointed) the liquidator shall decide.

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