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THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES OF INCORPORATION

OF

THE NEURODIVERSITY PROJECT LBG

Registered this day of 24th April **2026**

Royal Chambers, St Julian's Avenue, St Peter Port, Guernsey, GY1 4HP, Channel Islands
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THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF INCORPORATION

OF

THE NEURODIVERSITY PROJECT LBG (the Company)

1. The name of the Company is The Neurodiversity Project LBG.

2. The registered office of the Company will be situated in Guernsey.

3. The Company is a non-cellular company within the meaning of section 2(1)(c) of The Companies (Guernsey) Law, 2008 (**the Law**).

4. The liability of the Members of the Company shall be limited by guarantee. For the purposes of sections 7(2)(a) and 15(5)(a) of the Law, the Guaranteed Amount of each Founding Member is £1.00.

5. There shall be no limit on the number of guarantee Members.

6. The Company shall not have a share capital.

7. The objects of the Company are the advancement of education, health and community development, and the relief of those in need, through the improvement of the lives of neurodivergent individuals in the Bailiwick of Guernsey and the provision of information, practical support and evidence-based interventions for or in relation to individuals with attention deficit hyperactivity disorder (**ADHD**) and other neurodivergent conditions (such as autism, dyslexia, dyspraxia), including (but not limited to) by:

    a) promoting cultural awareness and activities around neurodivergence including offering peer support groups, a community hub and training and information for schools and employers;

    b) providing practical support and advice for individuals and families who are seeking or awaiting diagnosis or treatment;

    c) providing screening, pharmacological and non-pharmacological interventions, assessments, and medication management;

    d) accepting charitable donations and grants and entering into corporate sponsorships within the Bailiwick of Guernsey and the British Isles, and (where appropriate) charging for services, and applying such funds to further the objects of the Company at the Board's discretion (which may include making donations to relevant individuals and organisations and/or investing funds to generate further revenue to use in furthering the Company's objects);

    e) working alongside government and other clinical providers in the furtherance of the Company's objects;

    f) doing all such things as are incidental or may be thought conducive to the attainment of all or any of the above objects of the Company; and

    g) carrying on any other Charitable Purpose connected with neurodiversity in any of its forms in the Bailiwick of Guernsey.

8. The powers of the Company in pursuance of its objects are unrestricted.

9. The Company may make or alter:

   a) any provision in this Memorandum relating to any matter mentioned by section 15(7) of the Law by special resolution; and

   b) any other provision in this Memorandum in the manner prescribed by the Law.

Subscribed by the Founding Members:

Georgina Cooper
Barras Farm
Les Barras Lane
Vale
Guernsey
GY6 8EJ

Signed: ______________________

Nicholas Branch
Barras Farm
Les Barras Lane
Vale
Guernsey
GY6 8EJ

Signed: ______________________

Sally Rochester
Windy Ridge
Les Dunes
Castel
Guernsey
GY5 7LQ

Signed: ______________________

THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE

ARTICLES OF INCORPORATION

OF

THE NEURODIVERSITY PROJECT LBG (the Company)

THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE

ARTICLES OF INCORPORATION

OF

THE NEURODIVERSITY PROJECT LBG

1. STANDARD ARTICLES

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

2. INTERPRETATION

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

Words	Meanings
Accounts	means either individual accounts prepared in accordance with section 243 of the Law or consolidated accounts prepared in accordance with section 244 of the Law.
Articles	means these Articles of Incorporation as now passed and as at any time amended or replaced.
at any time	includes for the time being and from time to time.
Board	means the directors at any time or the directors present at a duly convened meeting at which a quorum is present.
Chair	any person designated by the Board as such.
Charitable Purposes	means any purposes that are charitable according to the laws of the Island of Guernsey notwithstanding that they are or may be carried into effect in any part of the world and **charity** and **charitable** have corresponding meanings.
clear days	in relation to the period of notice means that period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
financial year	(a) firstly, the period beginning on the date on which the Company was incorporated and ending within eighteen (18) months of that date; and (b) thereafter, the period beginning on the day after its previous financial year ended and ending within eighteen (18) months of that date.
Founding Members	means the Members subscribing at incorporation (for as long as they remain Members).
Guaranteed Amount	the amount guaranteed by each Member for the purposes of section 7(2)(a) of the Law being, in the case of the Founding

	Members, and each subsequent Member admitted to membership, the sum of £1.00 each.
Law	means the Companies (Guernsey) Law, 2008 as amended extended or replaced from time to time and including any ordinance, statutory instrument or regulation made thereunder.
Member	means a guarantee Member of the Company, for the avoidance of doubt including the Founding Members.
Memorandum	means the memorandum of incorporation of the Company.
Office	means the registered office of the Company.
ordinary resolution	means a resolution passed by a simple majority in accordance with section 176 of the Law.
proxy	includes attorney.
Register	means the register of Members kept pursuant to the Law.
Secretary	any person designated by the Board as such.
special resolution	means a resolution passed by a majority of not less than 75 per cent in accordance with section 178 of the Law.
Treasurer	any person designated by the Board as such.
unanimous resolution	means a resolution agreed to by every Member of the Company in accordance with section 180 of the Law.
waiver resolution	means a resolution passed by a majority of not less than 90 per cent in accordance with section 179 of the Law.
Working Day	means a day that is not a Saturday, a Sunday, Christmas Day, Good Friday or a day appointed as a public holiday by the States of Guernsey.

The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.

Words importing persons include corporations.

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

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

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

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

3. AMENDMENTS

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

4. MEMBERSHIP

4.1 The Members of the Company are the Founding Members and such other persons as are admitted to membership in accordance with these Articles and who, in each case, have not ceased to be Members in accordance with these Articles, as noted in the Register of the Company.

4.2 The liability of each Member shall be limited to their respective Guaranteed Amounts.

4.3 In the case of joint membership, the survivors where the deceased was a joint Member shall be the only persons recognised by the Company as having any title to or interest in the deceased Member's membership.

4.4 Any person may signify by writing to the Secretary their desire to become a Member and, subject to Article 4(5) below, the Secretary shall then enter the name of such person in the books of the Company and on such entry such person shall become a Member accordingly.

4.5 No person shall be admitted as a Member of the Company unless they are approved by a majority of the Founding Members at their sole discretion.

4.6 A Member may at any time withdraw their membership from the Company by giving at least twenty-eight (28) clear days' notice to the Company, provided that the Company shall always have a minimum of one Member. Membership shall not be transferable and, if applicable, shall cease on death.

4.7 Any conduct of a Member which, in the opinion of a majority of the other Members, is either unworthy of a Member or injurious to the interest or name of the Company or its good governance shall render that Member liable to removal as a Member by ordinary resolution of the other Members provided that before removal of a Member the other Members in general meeting shall give that Member full opportunity to (i) explain their conduct, or (ii) withdraw from the Company in accordance with Article 4(6). Any removal of a Member pursuant to this Article 4(7) shall require a majority of the Founding Members to vote in favour of the removal.

4.8 Every Member shall furnish the Secretary with an up-to-date address, which shall be recorded in the Company's Register. Any notice sent to such address shall be deemed to have been duly received.

5. MEETINGS OF MEMBERS

5.1 Unless the Members have resolved under the Law not to hold an annual general meeting:

(a) The first general meeting of the Company shall be held within eighteen (18) months of the date of incorporation as required by the Law and thereafter general meetings shall be held at least once in each subsequent calendar year in accordance with section 199 of the Law but so that no more than fifteen (15) months may elapse between one annual general meeting and the next. At each such annual general meeting shall be laid copies of the Company's most recent accounts, a directors' report, the auditor's report in accordance with section 252 of the Law (if applicable), and any such other reports as the Board may deem appropriate or necessary from time to time. Other meetings of the Company shall be called extraordinary general meetings.

(b) The Board may whenever it thinks fit and shall on the requisition in writing of any Members who represent more than 10% of the total voting rights of all the Members having a right to vote at general meetings forthwith proceed to convene an extraordinary general meeting. A requisition shall be dated and shall state the object of the meeting and shall be signed by the requisitionists and deposited at the Office. Such meeting shall be called in accordance with section 204(1) of the Law.

5.2 If the Board does not proceed to cause a meeting to be held within twenty-one (21) days from the date of the requisition being deposited the requisitionists may convene the meeting.

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

6. NOTICE OF GENERAL MEETINGS

6.1 A general meeting of the Company (other than an adjourned meeting) must be called by notice of at least 10 clear days.

6.2 A general meeting may be called by shorter notice than otherwise required if all the Members entitled to attend and vote so agree.

6.3 Notices may be published on a website in accordance with section 208 of the Law.

6.4 Notice of a general meeting of the Company must be sent to:-

(a) every Member; and

(b) every director.

6.5 In Article 6.4, the reference to Members includes only persons registered as a Member.

6.6 Notice of a general meeting of the Company must:

(a) state the time and date of the meeting;

(b) state the place of the meeting;

(c) contain the information required under section 178(6)(a) of the Law in respect of a resolution which is to be proposed as a special resolution at the meeting;

(d) contain the information required under section 179(6)(a) of the Law in respect of a resolution which is to be proposed as a waiver resolution at the meeting; and

(e) contain the information required under section 180(3)(a) of the Law in respect of a resolution which is to be proposed as a unanimous resolution at the meeting.

6.7 Notice of a general meeting must state the general nature of the business to be dealt with at the meeting.

6.8 Where, by any provision of the Law, special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the Company at least twenty-eight (28) clear days before the date of the meeting at which it is moved.

6.9 The Company must, where practicable, give its Members notice of any such resolution in the same manner and at the same time as it gives notice of the meeting.

6.10 Where that is not practicable, the Company must give its Members notice at least fourteen (14) clear days before the meeting either:

(a) by notice in La Gazette Officielle; or

(b) in any other manner deemed appropriate by the Board.

6.11 If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date twenty-eight (28) clear days or less after the notice has been given, the notice is deemed to have been properly given, though not given within the time required.

6.12 In every notice calling a meeting of the Company there must appear a statement informing the Member of their rights to appoint a proxy under section 222 of the Law.

6.13 The accidental omission to give notice of any meeting to or the non-receipt of such notice by any Member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

7. PROCEEDINGS AT GENERAL MEETINGS

7.1 The quorum for a general meeting shall be two (2) or more Members present in person or by proxy.

7.2 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a general meeting at which a quorum is present shall be treated as having attended that meeting provided that the Members present at the meeting can hear and speak to the participating Member.

7.3 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates, and all participants can hear and speak to each other shall be a valid general meeting which shall be deemed to take place where the chairperson of the general meeting is present unless the Members resolve otherwise.

7.4 If a quorum is not present the general meeting if convened by requisition shall be dissolved and if otherwise convened shall stand adjourned for fourteen (14) days at the same time and place and no notice of adjournment need be given.

7.5 The chairperson of any general meeting shall be elected by the Members present by an ordinary resolution and in the case of a deadlock shall be:

(a) the Chair;

(b) in the absence of the Chair, then the Board shall nominate one of their number to preside as chairperson of the general meeting;

(c) if neither the Chair nor the nominated director is present at the meeting, then the directors present at the meeting shall elect one of their number to be the chairperson of the general meeting; or

(d) if only one director is present at the meeting, then they shall be chairperson of the general meeting.

7.6 The chairperson of the general meeting may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

7.7 At any general meeting, a resolution put to the vote shall be decided by a show of hands or by a poll at the option of the chairperson of the general meeting. Nevertheless, before or on the declaration of the result a poll may be demanded either:

(a) by the chairperson of the general meeting; or

(b) by not fewer than five Members; or

(c) by a Member or Members representing not less than 10 per cent of the total voting rights of all Members.

7.8 The demand for a poll may be withdrawn.

7.9 Unless a poll is demanded, a declaration by the chairperson of the general meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded.

7.10 A poll, if demanded, shall be taken at the meeting at which the same is demanded or at such other time and place as the chairperson of the general meeting shall direct and the result shall be deemed the resolution of the meeting.

7.11 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

7.12 If a poll shall be duly demanded on the election of a chairperson of the general meeting or on any question of adjournment, it shall be taken at once.

7.13 In the case of an equality of votes, the chairperson of the general meeting shall have a casting vote.

8. VOTES OF MEMBERS AND PROXIES

8.1 On a show of hands or on a poll every Member present in person or by proxy shall have one vote.

8.2 Votes may be given either in person or by proxy.

8.3 The instrument appointing a proxy shall be in writing signed by the appointor or if the appointor is a corporation signed by a duly authorised signatory of the corporation. An instrument of proxy may be valid for one or more meetings and may confer general or specific authority.

8.4 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or such other venue as the Board may specify. Any such instrument appointing a proxy shall not be treated as valid unless the document is received:

(a) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;

(b) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for taking the poll;

(c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded; or

(d) such later time as the Board may specify up to and including the time of the relevant meeting or the taking of the poll, as the case may be.

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

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

9. WRITTEN RESOLUTIONS

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

9.2 Notice specifying the proposed resolution in writing may be sent to Members by post or facsimile or such other telephonic or electronic means of written communications as the Board may, subject to the Law, determine.

9.3 Notwithstanding anything else contained herein (and in particular the method of sending the notice of and instrument for approving the written resolution to Members) all such instruments containing such approval shall be in writing and signed by the Member or Members in question. The signature of a Member shall be acceptable for such purposes if received by facsimile telephonic transmission or in any other way specified in the notice.

9.4 The accidental omission to give notice of any proposed written resolution to or the non-receipt of such notice by any Member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

10. APPOINTMENT OF DIRECTORS

10.1 The first directors of the Company shall be specified in the application for incorporation prepared in accordance with section 17 of the Law.

10.2 The minimum number of directors shall at no time be fewer than three (3) directors. The Board must include a Chair, a Treasurer and one other diretcor, and the officers of the Company must include the Board and a Secretary.

10.3 The majority of the directors of the Company must be resident in Guernsey.

10.4 The Members 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.

10.5 Unless recommended by the Board no person shall be eligible for election by the Company to the office of director unless, not less than 14 clear days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Member duly qualified to attend and vote at the meeting for which such notice is given of their intention to propose such person for election together with notice in writing signed by that person of their willingness to be elected.

10.6 Any director may, by notice in writing to the Company, appoint any person (whether a Member of the Company or not) as an alternate director to attend and vote in their place at any meeting of the directors at which they are not personally present or to undertake and perform such duties and functions and to exercise such rights as they could personally and such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions. Every such appointment shall be effective, and the following provisions shall apply:

10.7 Every alternate director while they hold office as such shall be entitled:

(a) to notice of meetings of the directors; and

(b) to attend and to exercise (subject to any restrictions) all the rights and privileges of their appointor at all such meetings at which their appointor is not personally present.

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

11. POWERS AND DUTIES OF THE BOARD

11.1 The Company shall be managed by the Board, which shall have full power, authority and discretion on behalf of the Company.

11.2 Notwithstanding any other provision of these Articles those persons comprising the Board:

(a) must be persons of integrity and probity who have suitable and appropriate skills and experience;

(b) have a duty to act in good faith at all times, with a general duty of care;

(c) have a duty to act only in accordance with the powers afforded by the Memorandum and these Articles;

(d) have a duty to ensure that there are measures in place to enable the Company to achieve its objects effectively, to fulfil its other obligations under the Memorandum and these Articles, and to discharge any legal obligations to which it is subject;

(e) have a duty to review the activities of the Company, as well as the performance of the Board, from time to time to ensure that the Company continues to achieve its objects effectively, to fulfil its other obligations under the Memorandum and these Articles, and to discharge any legal obligations to which it is subject; and

(f) have a duty to take all reasonable measures with the objective of ensuring that the financial position of the Company is satisfactory and prudent for the purposes of the Company's objects.

11.3 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.

11.4 The Board may exercise all the powers of the Company to borrow money and to assign mortgage pledge or charge all or part of the property and assets of the Company.

11.5 The Board may:

(a) 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 think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any attorney as the Board may think fit and may also authorise any attorney to sub-delegate all or any of their powers and discretions; or

(b) appoint such other agents, managers and contractors with such powers to sub-delegate as it may deem fit from time to time; or

(c) appoint any director to the roles of Chair and Treasurer, and any person to the role of Secretary, in each case with such powers, rights and responsibilities as are set out in these Articles and otherwise as the Board shall determine, provided that the same person shall not fulfil more than one of these roles.

11.6 The Board may arrange that any activity carried on by the Company or any other activity in which the Company may be interested shall be carried on by or through one or more subsidiary companies and the Board on behalf of the Company may make such arrangements as it thinks advisable for taking the profits or bearing the losses of any activity so carried on or for financing assisting or subsidising any such subsidiary company or guaranteeing its contracts or liabilities.

11.7 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.

11.8 The Board shall cause minutes to be made:

(a) of all appointments of officers;

(b) of the names of the directors present at each meeting of the Board; and

(c) of all resolutions and proceedings at general meetings of the Company and meetings of the Board.

11.9 The Company shall keep records in accordance with section 228 of the Law and make them available for inspection by the directors and Members in accordance with section 231 of the Law.

12. CONFLICTS OF INTEREST

12.1 A director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose such interest to the Board in accordance with section 162 of the Law.

12.2 A 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 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.

12.3 A director who is interested in a transaction entered into, or to be entered into, by the Company, may:

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

(b) attend a meeting of directors at which a matter relating to the transaction arises and be included among the directors present at the meeting for the purpose of a quorum;

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

(d) do any other thing in their capacity as a director in relation to the transaction,

as if the director was not interested in the transaction.

12.4 Subject to Article 12.5, a director is interested in a transaction to which the Company is a party if the director:

(a) is a party to, or may derive a material benefit from, the transaction;

(b) has a material financial interest in another party to the transaction;

(c) is a director, officer, employee or Member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;

(d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or

(e) is otherwise directly or indirectly materially interested in the transaction.

12.5 A director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the director, at the request of the third party, in respect of a debt or obligation of the Company for which the director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.

12.6 A director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with their office of director on such terms as to tenure of office or otherwise as the directors may determine.

12.7 Subject to due disclosure in accordance with Article 12.1, no director or intending director shall be disqualified by their office from contracting with the Company as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any director is in any way interested render the director liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

12.8 Any director may act by themselves or their firm in a professional capacity for the Company and they or their firm shall be entitled to remuneration for professional services as if they were not a director provided that nothing herein contained shall authorise a director or their firm to act as auditor to the Company.

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

13. REMOVAL OF DIRECTORS

13.1 A director shall cease to hold office:

(a) if they are removed from office by ordinary resolution of the Members;

(b) is not re-appointed following expiry of a fixed term of office;

(c) if they (not being a person holding for a fixed term an executive office subject to termination if he ceases for any reason to be a director) resigns their office by written notice signed by them sent to or deposited at the Office;

(d) if they shall have absented themselves (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of twelve months and the Board resolves that their office shall be vacated;

(e) if they die or become of unsound mind or incapable;

(f) if they become insolvent, suspend payments or compounds with their creditors; or

(g) if they become ineligible to be a director in accordance with section 137 of the Law.

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

14. PROCEEDINGS OF DIRECTORS

14.1 The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chair (or chairperson elected pursuant to Article 14.2 if different) at the meeting shall have a casting vote.

14.2 The Chair shall be the chairperson of any meeting of the Board but if at any meeting the Chair is not present within five minutes of the time appointed for holding that meeting, the directors present may choose one of their number to be chairperson of the meeting.

14.3 A director in communication with one or more other directors so that each director participating in the communication can hear or read what is said or communicated by each of the others, is deemed to be present at a meeting with the other directors so participating and, where a quorum is present, such meeting shall be treated as a validly held meeting of the Board and shall be deemed to have been held in the place where the chairperson of the meeting is present.

14.4 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of directors participates, and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the chairperson of the meeting is present unless the directors resolve otherwise.

14.5 A minimum notice of ten (10) clear days shall be given for meetings of the Board save that meetings may be convened at shorter notice if approved by a majority of the members of the Board.

14.6 A meeting of the Board at which a quorum is present shall be able to exercise all powers and discretions of the Board.

14.7 The continuing directors may act notwithstanding any vacancy.

14.8 The Board may delegate any of their powers to committees consisting of such one or more directors or other persons as they think fit. Any such committee shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.

14.9 The Board may also convene committees consisting of such one or more persons as they think fit for the purposes of consulting with interested parties in relation to the activities and objects of the Company. Any such committee shall not exercise any powers on behalf of the Company, and any meetings of such committees shall conform to any regulations that may be imposed on it by the Board.

14.10 The quorum necessary for the transaction of the business of the Board shall be three (3). The quorum necessary for the transaction of the business of a committee shall be fixed by the Board.

14.11 A resolution in writing signed by each director (or their alternate) entitled to receive notice of a meeting of the Board or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or committee. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the directors or members of the committee.

15. CHAIR

15.1 One of the directors of the Company shall be appointed to the role of Chair by the Board. The duties and powers of the Chair are to:

(a) lead the Board;

(b) ensure smooth running of directors' meetings;

(c) promote good governance among fellow directors;

(d) provide supervision and support where applicable;

(e) act as a figurehead or spokesperson where required; and

(f) perform all other such duties and hold all powers as ordinarily pertain to the office, including those as set out throughout the Memorandum and these Articles.

16. TREASURER

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

(a) oversee the financial affairs of the Company and ensure they are legal, constitutional and within accepted accounting practice;

(b) ensure proper records are kept and that effective financial procedures are in place;

(c) monitor and report on the financial health of the Company;

(d) oversee the production of necessary financial reports/returns, accounts and audits, as applicable; and

(e) perform all such duties and hold all powers as ordinarily pertain to the office.

17. SECRETARY

17.1 The Board shall appoint a person to the role of Secretary. The duties and powers of the Secretary are to:

(a) ensure that Board meetings are properly administered;

(b) ensure that general meetings are properly administered;

(c) arrange for minutes to be kept of the Board meetings and general meetings;

(d) keep the Company's register of members and register of directors updated;

(e) submit to the Guernsey Registry all notifications and returns required to be submitted to the Guernsey Registry; and

(f) perform all such duties and hold all powers as ordinarily pertain to the office.

18. AUTHENTICATION OF DOCUMENTS

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

19. COMMON SIGNATURE

The common signature of the Company may be either:

(a) the name of the Company with the addition of the signature(s) of one or more of the directors or officers of the Company authorised generally or specifically by the Board for such purpose, or such other person or persons as the Board may from time to time appoint; or

(b) if the Board resolves that the Company shall have a seal, it shall be affixed in such manner as these Articles or the Board may from time to time provide.

20. PAYMENTS AND NOT FOR PROFIT

20.1 Company money shall (as far as reasonably practicable) be held in the Company's bank account until applied for one or more of the Company's objects.

20.2 All payments from the Company's bank account (other than payments not exceeding such de minimis threshold as may be set by the Board) must be approved by a minimum of two (2) persons authorised by the Board or in the absence of such authorisation by any two directors, and the method of payment shall be at the discretion of the persons approving the payment.

20.3 The income and property of the Company shall only be used for the objects of the Company and none of the income or property of the Company or any portion thereof shall be paid, or transferred, directly or indirectly, by way of distribution to any Member of the Company.

20.4 Nothing in these Articles shall prevent any payment in good faith by the Company:

(a) to any Member who is a director, committee or sub-committee member in respect of out-of-pocket expenses and or usual professional or other charges;

(b) of reasonable and proper remuneration for any services rendered to the Company by any Member (or by any company of which such person is a member);

(c) of reasonable and proper rent for premises let by any Member of the Company;

(d) to any Member who is an employee of the Company of remuneration or other benefits in money or money's worth (including by way of salary, bonus, or other remuneration);

(e) of usual professional charges for business done by any director who is an advocate, accountant or other person engaged in a profession, or by any partner of theirs, when instructed by the Company to act in a professional capacity on its behalf;

(f) of any premium for insurance to cover any indemnity given by the Articles to any Member, director or auditor of the Company;

(g) of interest on money lent by any Member to the Company at a reasonable and proper rate per annum; or

(h) of any other payment permitted by these Articles;

provided that payments made by the Company under this Article shall be made in accordance with these Articles and shall have the prior approval of the Board.

21. ACCOUNTS AND REPORTS

21.1 The Board shall maintain accounting records and issue reports in accordance with Part XV of the Law.

21.2 The Company's accounting records shall be kept:

(a) at the Company's Office; or

(b) at such other place as the Board thinks fit.

21.3 Account records (and, where returns are sent, returns) shall be kept by the Company for a period of at least six (6) years after the date on which they are made.

21.4 Accounting records (and, where returns are sent, returns) shall at all reasonable times be open to inspection by any Member, director, the Secretary or officer of the Company at the place at which they are kept.

21.5 The Board shall prepare a directors' report for each of the Company's financial years.

21.6 The directors' report must state the principal activities (if any) of the Company in the course of the financial year and may be in summary form.

22. AUDIT

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

23. NOTICES

23.1 A notice or other communication may be given by the Company to any Member either personally or by sending it by prepaid post addressed to the Member at their registered address (or, subject to Article 23.6, in electronic form) or if they desire that notices shall be sent to some other address or person to the address or person nominated for such purpose or via any other communication agreed with by the Company and the Member.

23.2 Any notice or other document, if served by post (including registered post, recorded delivery service or ordinary letter post), shall be deemed to have been served on the third clear day after the day on which the same was posted.

23.3 Service of a document sent by post shall be proved by showing the date of posting, the address thereon and the fact of pre-payment.

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

23.5 Any notice or other communication sent to the address of any Member shall, notwithstanding the death, disability or insolvency of such Member and whether the Company has notice thereof, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under them) in any such share.

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

24. INDEMNITIES

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

24.2 The directors may agree to such contractual indemnities for the benefit of the Secretary, officers, employees and other agents and contracting parties as they may from time to time, deem fit.

24.3 Notwithstanding Article 24.1, the Board may purchase and maintain, at the expense of the Company, insurance for the benefit of the directors, Secretary, officers, employees and other agents and/or to cover corporate reimbursement of such directors, Secretary, officers, employees and other agents.

25. WINDING UP

25.1 The Company shall be wound up in any of the circumstances specified in the Law.

25.2 If upon the winding up, dissolution or voluntary strike off of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to:

(a) any such other Guernsey based charitable organisation with similar objectives to those of the Company;

(b) or failing which for Charitable Purposes generally in the Bailiwick of Guernsey;

(in each case as the Board or (if appointed) the liquidator shall decide).

26. AFFILIATIONS

26.1 The Company may maintain membership of such other charitable associations or non-profit organisations as the Board thinks fit (including the Association of Guernsey Charities).

26.2 At the date of these Articles, the Company is not related to any other charities or non-profit organisations, whether as a member of an affiliation network or otherwise.

27. CHARITABLE PURPOSES

27.1 Notwithstanding any other provisions of these Articles, the business of the Company shall be carried on with a view to fulfilling the objects of the Company.

27.2 Article 27.1 shall not be varied or revoked, and the objects of the Company shall not be varied without notification of the proposal to do so having been given by the Company to the Registrar of Charities (or such other regulator of charities within Guernsey).