

ST JOHN GUERNSEY LBG (The Company)

Registration Number: CMP55259

SPECIAL RESOLUTION

TO AMEND THE MEMORANDUM AND ARTICLES OF INCORPORATION

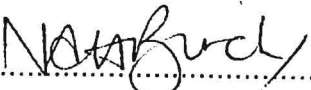
At a general meeting of the Company, duly convened and held on 23 April 2024, the directors of the Company approved that the Memorandum and Articles of Incorporation be amended in order to comply with requirements in The Charities (Guernsey and Alderney) Regulations, 2022.

The directors proposed that the resolution be passed as a Special Resolution of the Company and be authorised by the Company's only member, The Commandery of the Bailiwick of Guernsey of the Most Venerable Order of the Hospital of St John of Jerusalem.


It was **RESOLVED THAT:**

- Certain clauses in the Memorandum of Incorporation be added and/or amended as per the marked-up version attached to the resolution (Annexure 1).
- Certain clauses in the Articles of Incorporation be added and/or amended as per the marked-up version attached to the resolution (Annexure 2).
- The amended Memorandum and Articles of Association are in substitution of, and to the exclusion of any Memorandum and Articles of Association previously registered with the Guernsey Registry.

Signed by:


.....

Nicola Hoyland-Birch (Chairperson: St John Guernsey LBG)


.....

Marc Maitland Farror (Chairperson: The Commandery of the Bailiwick of Guernsey of the Most Venerable Order of the Hospital of St John of Jerusalem)

Date: 23 May 2024

THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL

MEMORANDUM OF INCORPORATION OF

ST. JOHN AMBULANCE GUERNSEY LBG

1. The Company's name is St. John Ambulance Guernsey LBG.
2. The Company's registered office is 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.
4. The Company is a limited by guarantee company within the meaning of section 2(2)(a)(ii) of The Companies (Guernsey) Law 2008.
5. The liability of each member of the Company is limited.
6. Definitions

In this Memorandum of Incorporation of the Company the words standing in the first column of the table next hereinafter contained, shall bear the meanings set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

Words	Meanings
"Articles"	these Articles of Incorporation as altered from time to time and the expression "this Article" shall be construed accordingly.
"Commandery"	The Commandery of the Bailiwick of Guernsey of the Most Venerable Order of the Hospital of St John of Jerusalem.
"Order"	means The Most Venerable Order of the Hospital of St. John of Jerusalem and includes any successor to the Order.

"Priory"

means the Priory of England and the Islands of The Most Venerable Order of the Hospital of St. John of Jerusalem.

7. The Company's objects ("the **Objects**") are to carry on, in the territory of the Bailiwick of Guernsey, the objects and purposes of the Order as set out below:
 - 7.1. the encouragement of all that makes for the spiritual and moral strengthening of mankind in accordance with the first great principle of the Order embodied in the Motto "Pro Fide";
 - 7.2. the encouragement and promotion of all work of humanity and charity for the relief of persons in sickness, distress, suffering or danger, without distinction of race, class or creed and the extension of the second great principle of the Order embodied in the Motto "Pro Utilitate Hominum";
 - 7.3. the rendering of aid to the sick, wounded, disabled or suffering and the promotion of such permanent organisation during times of peace as may be at once available in times of civil emergencies or war, including the training and provision of technical reserves for the medical services of the Armed Forces or any Civil Defence Organisations;
 - 7.4. the award of medals, badges or certificates of honour for special services in the cause of humanity, especially for saving life at imminent personal risk;
 - 7.5. the maintenance and development of the St. John Eye Hospital in Jerusalem and the clinics and research projects connected therewith;
 - 7.6. the maintenance and development of the objects and purposes of the Order in the Bailiwick of Guernsey, which are:
 - 7.6.1. the instruction of members of the public in the principles and practice of First Aid, Nursing, Hygiene and other allied or ancillary subjects;
 - 7.6.2. the preparation, publication and distribution of text-books and other training aids to facilitate such instruction and the organisation of examinations and tests for the purpose of issuing certificates of proficiency in such subjects;
 - 7.6.3. the organisation, training and equipment of men, women and young persons to undertake, on a voluntary basis either as individuals or as organised groups, First Aid, Nursing and allied activities, in the streets, public places, hospitals, homes, places of work or elsewhere as occasion may require for the relief, transport, comfort or welfare of those in need;
 - 7.6.4. the instruction of boys and girls in First Aid, Nursing and other subjects conducive to the education of good citizens;
 - 7.6.5. provision of trained personnel to give assistance to Central or Local Government Departments or to the Armed Forces at times of emergency in peace or in war;

- 7.7. the formation of ambulance and medical assistance depots and the organisation and administration of transport by ambulance;
- 7.8. the formation and administration of establishments, councils, associations, centres or other subordinate bodies to facilitate the work of the Order in local geographical areas;
- 7.9. the maintenance of contact and the development of collaboration with kindred Orders and bodies;
- 7.10. the manufacture and distribution by sale or presentation of publications, equipment or materials useful for or connected with furthering the objects and purposes of the Order;
- 7.11. the receipt and acceptance of donations, endowments and gifts of money, lands, hereditaments, stocks, funds, shares, securities or other assets whatsoever, and the borrowing, investing or raising of money with or without security for any objects or purposes of the Order and either subject to or free from any special trusts or conditions;
- 7.12. the maintenance, administration or development of all real and personal property vested in or under the control of the Company, and the sale, lease, mortgage, loan, exchange, gift, or any other disposition of the same as circumstances may arise or permit; and
- 7.13. the establishment and maintenance of libraries and museums and the collection of works of art and objects of historical interest relating to the Order.
8. In furtherance of the Objects but not otherwise the Company shall have power:
 - 8.1. to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may appear convenient;
 - 8.2. to construct, improve, maintain, develop, manage or control any land, buildings, works, roads, warehouses and other installations which may seem calculated to advance the Company's interests; and to contribute to, subsidise, or otherwise assist or take part in the construction, improvement, maintenance, development, management or control of them;
 - 8.3. to accept any gift of property including donations or contributions, whether subject to any special trust or not, for any purpose within the Objects;
 - 8.4. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Company;
 - 8.5. to co-operate with other authorities, bodies, companies or persons (whether public or private) for purposes calculated to attain the Objects;
 - 8.6. to take such steps as may seem expedient for the purpose of making the residents of Guernsey aware of the aims, objects and activities of the Company or for procuring contributions to the funds of the Company;
 - 8.7. to employ or engage (paid or unpaid) such agents, advisors or staff (not being

a Director) as are necessary for the proper pursuit of the Objects and to pay pensions and superannuation to staff and their dependents;

- 8.8. to enter into contracts, agreements and arrangements with any person for the carrying out by such person on behalf of the Company of any of the Objects;
- 8.9. to remunerate any person rendering services to the Company whether by cash payment or otherwise as may be thought expedient, subject to clauses 9 and 10 of this Memorandum of Incorporation;
- 8.10. to sell, lease, mortgage or otherwise deal with all or any part of the property of the Company;
- 8.11. to borrow and raise money and secure its repayment in any manner and to give guarantees;
- 8.12. to invest the funds of the Company in or upon such investments, securities or property as may be thought fit and to employ investment managers;
- 8.13. to establish and support, and to aid in the establishment and support of, any other association formed to promote all or any of the Objects;
- 8.14. to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Company;
- 8.15. to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Company is authorised to amalgamate;
- 8.16. to transfer all or any part of the property, assets, liabilities and engagements of the Company to any body with which the Company is authorised to amalgamate;
- 8.17. to establish subsidiary companies or to acquire an interest in any firm or company or enter into partnership or into any agreements for sharing profits or for co-operation or for mutual assistance;
- 8.18. to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 8.19. to provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty in relation to the Company; Provided that any such insurance shall not extend to any claim arising from any act or omission which the Director knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defense to a criminal prosecution brought against the Directors or any of them in their capacity as directors of the Company;
- 8.20. to carry on any trade or business which is calculated to facilitate or is conducive or incidental to the attainment of the Objects (or any of them); and
- 8.21. to undertake such other activities considered by the Directors in their absolute

discretion to benefit the community; and

- 8.22. to do all such other things as may be deemed incidental or conducive to the attainment of the Objects (or any of them).
9. None of the powers in clause 8 shall be restrictively construed but the widest interpretation shall be given to each of such powers, and none of these powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other power or powers, or by reference to or inference from the name of the Company.
10. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Company.
- 11A. The assets of the Company shall be at all times administered in accordance with any applicable rules, policies or procedures of the Company as adopted from time to time.
 - 11A.1 Subject to the foregoing and for the avoidance of doubt, the Memorandum and Articles of Incorporation may be amended in accordance with section 38 of the Companies (Guernsey) Law, 2008.
 - 11A.2 The Commandery is affiliated with the Company as the current sole Member of the Company and is a charitable organisation situated within the Bailiwick of Guernsey
 - 11A.3 The Company is affiliated indirectly with The St John Ambulance & Rescue Service, St John Commercial Services Limited and St John Property LBG, all of which are situated within the Bailiwick of Guernsey and are also wholly owned by the Commandery. The St John Ambulance & Rescue Service and St John Commercial Services Limited are charitable organisations and St John Property LBG is a non-profit organisation
11. Nothing in this Memorandum of Incorporation shall prevent any payment in good faith by the Company:
 - 11.1. of reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company who is not a Director;
 - 11.2. of fees, remuneration or other benefits in money or money's worth to any company of which a Director may also be a member holding not more than 1 per cent part of the issued capital of that company;
 - 11.3. of reasonable and proper rent for premises let by any Member of the Company;
 - 11.4. to any Director of reasonable out-of-pocket expenses;
 - 11.5. remuneration or other benefits in money or money's worth to a Director who is an employee of the Company;
 - 11.6. of interest on money lent by any Member of the Company or Director at a reasonable and proper rate per annum.

12. The maximum number of Members which the Company is to have is 9.
13. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a Member or within one year after such membership ceases, for payment of the Company's debts and liabilities contracted before such membership ceased, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
14. If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the Members (if different from the Commandery) but shall in the first instance be given to the Commandery, but if the Commandery itself shall have been dissolved then the surplus shall be given or transferred to the Priory, but if the Priory itself shall have been dissolved then such surplus shall be distributed to the Order or to such persons as the Order may direct.
15. The signature of the Company shall be:
 - 15.1. "St. John Ambulance Guernsey LBG" with the addition of the signature(s) of one or more person(s) authorised generally or specifically by the Directors for such purpose; or
 - 15.2. the Common Seal of the Company (if any) countersigned by such person(s) as the Directors may at any time authorise in that behalf.

We the subscriber to this Memorandum of Incorporation wish to form a company pursuant to this Memorandum; and we agree to guarantee the amount specified opposite our name.

Name and Address of Guarantee member

The Commandery of the Bailiwick of Guernsey
of the Most Venerable Order of the Hospital of
St John of Jerusalem

Value of guarantee

The Ambulance Station
Rohais
St Peter Port
Guernsey
GY11YN

£10.00

For and on behalf of
**The Commandery of the Bailiwick of
Guernsey of the Most Venerable Order of
the Hospital of St John of Jerusalem**

23 May 2024

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

ARTICLES OF INCORPORATION

ST. JOHN GUERNSEY LBG

INTERPRETATION

1.Definitions

- 1.1. In these Articles and the Memorandum of Incorporation of the Company the words standing in the first column of the table next hereinafter contained, shall bear the meanings set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

<u>Words</u>	<u>Meanings</u>
“Articles”	these Articles of Incorporation as altered from time to time and the expression "Article" shall be construed accordingly.
“clear days”	in relation to the period of a notice means that period excluding the day when the notice is given or deemed given and the day for which it is given or on which it is to take effect.
“Company”	"St. John Guernsey LBG".
“Commandery”	The Commandery of the Bailiwick of Guernsey of the Most Venerable Order of the Hospital of St John of Jerusalem.
“Commandery Roll”	a roll maintained by the Commandery's secretary containing the names, addresses and distinctions of those persons listed on the Commandery Roll, having paid such Foundation Dues and Oblations according to their Grade in the Order as may from time to time be prescribed by Regulations of the Order made pursuant to Order Statute 42 or subject thereto by rules made by the Prior.
“Directors”	the directors from time to time of the Company or the directors present at a meeting of the directors at which a quorum is present.
“Board”	the Board of Directors.

“Member”	a member of the Company registered on the register.
“month”	a calendar month
“office”	The registered office from time to time of the Company.
“Order”	Means The Most Venerable Order of the Hospital of St John of Jerusalem and includes any successor to the Order.
“register”	The Register of Members of the Company.
“seal”	Any common or official seal that the Company may be permitted to have under the Statutes or either of them as the case may require
“Statutes”	Every statute (including orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies and/or the Statutes of the Order in so far as they apply to the Company.
“Triennium”	Means a three-year period.

1.2. Unless the context otherwise requires:

1.2.1. words in the singular include the plural and vice versa;

1.2.2. words importing any gender include all genders;

1.2.3. a reference to a person includes a reference to a body corporate or an unincorporated body of persons;

1.2.4. headings and notes are included only for convenience and shall not affect meaning;

1.2.5. references to a document being "executed" include references to it being executed under hand or under seal or by any other method;

1.2.6. references to "writing" include references to any method of representing or reproducing words in a legible and non-transitory form;

1.2.7. references to a "meeting" shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person;

1.2.8. words or expressions to which a particular meaning is given by the Statutes when these Articles or any part thereof are adopted bear (if not inconsistent with the subject matter or context) the same meaning in these Articles or that part (as the case may be) save that the word "company" shall include any body corporate.

MEMBERSHIP

2. Unless the Company resolves otherwise by special resolution, the maximum number of Members which the Company is to have is 9.
3. The subscribers to the Memorandum of the Company and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless (1) he has the written prior approval of the Commandery to his admission; and (2) he is approved by the Directors in their absolute discretion. Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form as the Directors require executed by the applicant.
4. Membership shall not be transferable and shall cease either in accordance with the Articles, on death or on the liquidation or dissolution of a corporate Member.

5. Retirement and Disqualification of Members

- 5.1. Any Member of the Company desiring to resign his or her membership shall signify such desire in writing to the Company's registered office provided that after that retirement the number of Members is not to be less than one. The Member's name shall then be removed from the register. Membership shall cease as soon as the Member's name is removed from the register.
- 5.2. The Directors shall be entitled to suspend or disqualify from membership any person or organisation whose conduct has proved, or is likely to prove, prejudicial to the good standing of the Company; or to the attainment of its objectives; or who has broken any rule/s of the Company; or who has broken any code of good practice of the Company.
- 5.3. If any Member is convicted on indictment of any criminal offence they shall ipso facto cease to be a Member of the Company. Any person so ceasing to be a Member may be re-admitted to membership by the Directors at their discretion.
- 5.4. Any Member or organisation expelled in accordance with these Articles, or otherwise ceasing to be a Member of the Company, shall forfeit all rights to or claims upon the Company or any return of fees paid and shall remain liable for any outstanding fees or charges due from them at the date of expulsion or cessation.

GENERAL MEETINGS

6. Annual General Meetings

The Company shall hold general meetings as annual general meetings in accordance with the requirements of the Statutes unless waived by the Members.

7. Extraordinary General Meetings

Any general meeting other than the annual general meeting shall be called an extraordinary general meeting.

8. Location of Meetings

All general meetings of the Company may be held at any place in Guernsey or elsewhere as the Directors may determine as being reasonable for Members to attend.

9. Convening of Meetings

The Directors may convene general meetings and, on the requisition of Members pursuant to the Statutes, shall forthwith proceed to convene an extraordinary general meeting for a date not later than seven weeks after receipt of the requisition. Any requisition made by Members shall state the object of the meeting and the terms of any special resolution to be proposed there.

NOTICE OF GENERAL MEETINGS

10. Length of Notice

Notice of the date, time and place of any general meeting shall be given to every Member at least 14 days before the day of the meeting, provided that all Members entitled to attend and vote at the general meeting may in any particular case agree that a general meeting shall be deemed to have been duly called and notice of the intention to propose any special resolution shall be deemed to have been duly given notwithstanding that the meeting is called by less than 14 days' notice.

11. Omission or Non-Receipt of Notice

11.1. The accidental omission to give notice of a meeting or the accidental omission to send any document relating to any meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document shall not invalidate the proceedings at that meeting.

11.2. Subject as provided above, to be accepted as an item of special business at a General Meeting of the Company a resolution shall:

11.2.1. be proposed by at least one Member of the Company or proposed by the Directors;

11.2.2. be written in non-discriminatory terms and be in accordance with the provisions of the Statutes;

11.2.3. in the case of an Annual General Meeting the item must be received by the Company at least 21 days before the due date of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

12. Business at General Meetings

- 12.1. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting is deemed special, with the exception of the laying before the meeting of the accounts and any documents annexed to them, the reports of the Chairman, Secretary, Treasurer and such committees as are appropriate, the report of the auditors, the election or re election of Directors and the re-appointment of retiring auditors and the fixing of their remuneration.
- 12.2. Subject to the provisions of the Statutes and other Articles contained herein, all special business shall require a 51% majority of those voting in favour (abstentions not included) to be carried.

13. Quorum

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a Chairman, which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, one Member present either in person or by proxy or in the case of a corporation by a duly authorised representative shall be a quorum for a general meeting.

14. Procedure if Meeting Inquorate

If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within thirty minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

15. Chairman of General Meeting

The chairman, or in his or her absence, one of the Directors shall preside as chairman.

16. Orderly Conduct

The chairman shall take such action or give directions for such action to be taken as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting and the chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall his determination as to whether any matter is of such a nature.

17. Adjournments

The chairman may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the 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 such notice.

VOTING

18. Votes of Members

On a show of hands every Member who is present in person or by proxy/personal representative at a general meeting of the Company shall have one vote, and on a poll every such Member who is present either in person or by proxy/personal representative shall have one vote. No Member shall vote at any general meeting if any money owing from him or her on any account to the Company remains unpaid. Any vote by such a Member shall be deemed to be invalid.

19. Method of Voting

A resolution put to the vote of a meeting shall be decided on a show of hands and a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

20. Casting Vote of Chairman

In the case of an equality of votes, the chairman shall be entitled to a casting vote in addition to any other vote he may have

21. Objections or Errors in Voting

If:

- 21.1 any objection is raised to the qualification of any voter; or
- 21.2 any votes have been counted which ought not to have been counted or which might have been rejected; or
- 21.3 any votes are not counted which ought to have been counted

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be conclusive.

22. Proxies

- 22.1. An instrument appointing a proxy to attend and participate in a Members' meeting on behalf of a Member shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. A proxy need not be a Member.
- 22.2. 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 within such time (not exceeding forty-eight hours) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote as the Directors may from time to time determine.
- 22.3. The instrument appointing a proxy may be in any common form or in any other form approved by the Directors including the following form:
- "St. John Guernsey LBG:
- I being a Member of the Company hereby appoint [] of [] or failing him [] of [] as my proxy to attend, speak and vote for me on my behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the [] day of [] and at any adjournment thereof.*
- Signed this[]day of[]".
- 22.4. Unless the contrary is stated thereon, the instrument appointing a proxy shall be as valid for any adjournment of the meeting as for the meeting to which it relates.
- 22.5. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death, insanity or revocation shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 22.6. The Directors may at the expense of the Company send by post or otherwise to the Members instruments of proxy (with or without provision for their return prepaid) for use at any general meeting, either in blank or nominating in the alternative any one of the Directors or any other person. If, for the purpose of any meeting, invitations to appoint as proxy any one out of a number of persons specified in the invitations are issued at the Company's expense they shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the meeting and to vote thereat by proxy.

23. Representatives of Corporations

A corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

THE BOARD OF DIRECTORS

24. Constitution of Board

- 24.1 Unless otherwise determined by ordinary resolution, the Board shall consist of a minimum of three directors with no maximum and at least two of those persons must be members of the Order, listed on the Commandery Roll. Those persons agreeing to act, having declared themselves eligible to do so, shall be the first directors of the Company.
- 24.2 Without prejudice to the generality of 24.1, the members of the board must comprise at least:
- Chair
 - Secretary
 - Treasurer
- Of whom, the Treasurer must be unconnected with at least the Chair or the Secretary or both
- 24.3 A majority of the board must be Guernsey or Alderney residents at all times.
- 24.4 The board or any members of a committee of the board must be persons of integrity and probity who has suitable skills and experience.

25. Election of Directors

Subject as provided above, the election of Directors shall take place in the following manner:

- 25.1. Election of the Directors shall be by nomination of the Chairman or any Member, for election by the Directors or Members;
- 25.2. In case there shall not be a sufficient number of candidates elected, the Directors remaining in office may elect a person or persons to fill the remaining vacancy or vacancies;
- 25.3. If two or more candidates obtain an equal number of votes, the Chair shall select by lot from such candidates the candidate or candidates who is or are to be elected.
- 25.4. Any person or persons appointed as Directors or other officers of the Company shall be so appointed for one Triennium, following which they must resign, at which time they shall be eligible for re-appointment for one further Triennium.

26. Power to Appoint Directors

The Company (by ordinary resolution) or the Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any maximum number fixed in accordance with these Articles or the Company in General Meeting. Nominations in writing shall be made by any Member delivered to the secretary at least 14 days prior to the general meeting, together with the written consent of the nominee

27. Retirement of Directors

Directors may retire on giving at least 14 days' notice in writing of such intention to the Company provided that upon such retirement there will remain at least three Directors which must include individuals performing the roles set out in Article 24.2.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

28. The office of a Director shall be vacated if:

- 28.1. he resigns his office by notice in writing delivered to the office or tendered at a meeting of the Directors.
- 28.2. he is or has been suffering from mental ill health or becomes a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated; or
- 28.3. he ceases to be a Director by virtue of any provision of the Statutes or he becomes prohibited or disqualified by law from being an officer; or
- 28.4. he has his affairs declared "en desastre" or has a preliminary vesting order made against his Guernsey realty, becomes bankrupt, suspends payment or compounds with his creditors, or is adjudged insolvent or any analogous event occurs under the laws of any jurisdiction; or
- 28.5. he is convicted of an offence involving dishonesty;
- 28.6. his removal as a director is requested by the Chairman for the time being of the Company;
- 28.7. he has served two Trienniums in office;
- 28.8. he is removed from office pursuant to these Articles; or
- 28.9. by notice in writing delivered to the office or tendered at a meeting of the Directors, his resignation is requested by all the other Directors being not less than two in number.

29. If the office of a Director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the Directors.

30. Removal of Directors by Ordinary Resolution

The Company in general meeting may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim the Director may have for damages for breach of any contract of service between him and the Company.

REMUNERATION, EXPENSES AND BENEFITS

31. Remuneration

The Directors shall be entitled to such remuneration (if any) as the Members may determine from time to time. No Director shall receive any payment or other benefit from the Company other than any out-of-pocket expenses reasonably and properly incurred by him in connection with his attendance at meetings of the Directors or committees of the Directors or general meetings and with the conduct of the Company's business or in discharge of his duties as a Director or officer.

POWERS AND DUTIES OF THE DIRECTORS

32. General Powers of Management Vested in the Directors

Subject to the provisions of the Statutes, the Memorandum of Incorporation and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum of Incorporation or these Articles and no such direction shall invalidate any prior act of the Directors, which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by these Articles and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

33. Borrowing

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

34. Subsidiary Companies

The Board may arrange that any activity carried out 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.

35. Committees

35.1. 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 resolve) at least one Member of every committee must be a Director and all acts and proceedings of any such committee shall be fully and promptly reported to the Directors.

35.2. 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 and 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 so far as they are capable of applying.

36. Appointment of Agents

The Directors may, subject to any restriction thereon contained in the Statutes, 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, including authority for the agent to delegate all or any of his powers. Such appointment may contain such provisions for the protection and convenience of persons dealing with the agent as the Directors may think fit and may authorise the agent to sub-delegate all or any of the powers vested in him.

37. Requirements for Power of Attorney

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

PROCEEDINGS OF THE DIRECTORS

38. Directors' Meetings

Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and a secretary (if appointed) at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote and should vote, where applicable, to maintain the status quo.

39. Notice and Quorum

- 39.1. All directors shall receive at least 7 days' notice of any meeting of the Directors. This requirement may be waived by written agreement of the Directors in respect of any meeting.
- 39.2. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be three Directors, at least two of whom must be members of the Order, listed on the Commandery Roll.

40. Directors Below Minimum by Reason of Vacancies

The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

41. Appointment of Chairman

Without prejudice to any other rights of the Members from time to time, the Members may by written notice to the Company, appoint any Director as Chairman of the Board and may, by written notice to the Company, remove such person as Chairman at their discretion.

41A. Duties and powers of the Chairman

In addition to the general responsibilities of a director, duties of the Chair include:

- presiding at all meetings of the board and ensuring that the meetings follow the agenda as far as reasonably possible and keep to time. In the event of deadlock, the Chair shall have the casting vote.
- representing the organisation at functions and meetings and acting as spokesperson as appropriate
- where applicable addressing conflict on the board

41B. Duties and powers of the Secretary

In addition to the general responsibilities of a director, duties of the Secretary include:

- taking accurate minutes of the board meetings, updating the minute book and undertaking any requisite filings or further administration tasks as noted in the minutes

41C. Duties and powers of the Treasurer

In addition to the general responsibilities of a director, duties of the Secretary include:

- overseeing the management of the financial affairs of the Company, such as selecting a bank, reconciling bank statements and managing cash flow;
- advising the board as to whether the annual financial statements should be independently audited or examined pursuant to the Company's size, nature and complexity;
- being knowledgeable about any outstanding bills or debts owed;
- creating and maintaining systems for ensuring the Company's ongoing solvency and overseeing the development of the Company's financial policies such as signing authorities, expense reimbursement, credit card usage and petty cash policies if applicable;
- having a thorough knowledge and understanding of the Company's financial reports and important financial ratios
- keeping the board apprised of key financial events, trends and concerns and his/her assessments of the Company's fiscal health;
- completing and ensuring the completion of requirement financial reporting forms in a timely manner and making these available for review as required

41D. Duties and powers of the board or any committee of the board

The board or any committee of the board has a duty to:

- a) act in good faith at all times, with a general duty of care;
- b) act only in accordance with the powers afforded by the Memorandum and Articles of Incorporation of the Company;
- c) ensure that there are measures in place to enable the Company to achieve its purpose and mission or objectives effectively, to fulfil its other obligations under its Memorandum and Articles of Incorporation as supplemented and amended from time to time and to discharge any legal obligations to which it is subject;

- d) review the activities of the Company, as well as its own performance from time to time to ensure that the Company continues to achieve its purpose and mission or objectives effectively, to fulfil its other obligations under its constitution and to discharge any legal obligations to which it is subject; and
- e) 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 organisation's mission and objectives.

42. Validity of Acts of Directors or Committee

All acts done by a meeting of the Directors, or of a committee of the Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote

43. Resolutions in Writing

A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Directors or of a committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors;

44. Telephone Meetings of the Directors

All or any of the Directors or any committee of the Directors may participate in a meeting of the Directors or the respective committee by means of a conference telephone or any equipment, which allows all persons participating in the meeting to speak to and hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum for so long as he is able to speak to and hear the other participants. Such a meeting is deemed to be held in the place in which the chairman of the meeting is present.

45. Determination of Questions as to Right to Vote

If a question arises at a meeting of the Directors or of a committee of the Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

DIRECTOR'S INTERESTS

46. Personal Interest

Whenever a Director has or may have directly or indirectly a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:

- 46.1. declare such interest at or before discussion begins on the matter;
- 46.2. withdraw from the meeting for that item of business unless expressly invited to remain in order to provide information;
- 46.3. withdraw during the vote and have no vote on the matter.

RULES

47. The Directors may from time to time make such rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular but without prejudice to the generality of the foregoing, they may by such rules regulate:
 - 47.1. ethical standards to be observed by Directors and employees of the Company on Company business;
 - 47.2. the conduct of Directors of the Company in relation to one another and to the Company's employees;
 - 47.3. the setting aside of the whole or any part of or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - 47.4. the procedure at general meetings and meetings of the Directors and committees of the Directors in so far as such procedure is not regulated by these Articles
 - 47.5. generally, all such matters as are commonly the subject matter of company rules.
48. The Company in general meeting shall have power to alter, add to or repeal the rules and the Directors shall adopt such means as they think sufficient to bring to the notice of Members of the Company all such rules, which shall be binding on all Members of the Company.
49. No rule made under Article 47 shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum of Incorporation of the Company or these Articles.

SEALS

50. Common Seal

The Directors may resolve that the Company shall have a common seal. However, if the Company has a common seal, it shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

51. Official Seal for Use Abroad

The Company may have for use in any territory, district or place outside the Island of Guernsey an official seal in the form prescribed and to be affixed in accordance with the Statutes and the resolution of the Directors to the extent permissible under the Statutes.

MINUTES

52. Minute Books

The Directors shall cause minutes to be made in books kept for the purpose:

- 52.1. of all appointments of officers made by the Directors; and
- 52.2. of all proceedings at meetings of the Company, of the Directors, and of committees of Directors, including the names of those present at each such meeting.

ACCOUNTS

53. Records to be Kept

The Directors shall cause to be kept accounting records which are sufficient to show and explain the Company's transactions, and such as to disclose with reasonable accuracy at any time the financial position of the Company and to enable the Directors to ensure that its balance sheet and profit and loss account are prepared properly and in accordance with the Statutes.

54. Inspection of Records

Taking account of the size, nature and complexity of the Company, no Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Statutes, ordered by a court of competent jurisdiction, authorised by the Directors or authorised by ordinary resolution of the Company. Where a Member has been authorised to see the annual financial

statements of the Company, access will be given within a reasonable period following the end of the accounting period to which the statements relate. Such statements shall be independently audited or examined only to the extent required by Article 54A.

54.A Audit

54A.1 Subject to section 258 of the Companies (Guernsey) Law, 2008, the Members may resolve to exempt the Company from any requirement to appoint auditors. Whilst the company continues as unaudited, the provisions of the Law, so far as relate to the appointment of auditors and to the report of auditors shall be suspended and cease to have effect.

54A.2 Subject to Article 54A.1, auditors shall be engaged in accordance with part XVI of the Companies (Guernsey) Law, 2008

NOTICES

55. Form of Notices

Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

56. Service of Notices

The Company may give any notice to a Member:

- 56.1. personally;
- 56.2. by sending it by post in a prepaid envelope addressed to the Member at his registered address;
- 56.3. by leaving it at the registered address; or
- 56.4. by sending it by facsimile, telex or electronic mail to the number or address supplied by the Member for the purpose of serving notices on him.

57. Deemed Notice

A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

58. Time When Notice Deemed Served

Any notice shall be deemed to have been served in the case of posting in the Bailiwick of Guernsey to an address in the Bailiwick on the second day following the date of posting and in the case of posting in the Bailiwick to an address outside the Bailiwick on the fifth day following the date of posting. In the case of service of any notice by facsimile, telex or electronic mail such notice shall be deemed to have been served on the business day following the date of transmission of such notice.

59. Proof of Service

In proving service of any notice by post it shall be sufficient to prove that the notice was properly addressed, stamped and posted. In the case of service of any notice by facsimile, telex or electronic mail it shall be sufficient to prove receipt by the sender of a confirmed transmission report.

WINDING UP

Distribution of Surplus

60. Clause 14 of the Memorandum of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these presents.

Distribution of Assets Otherwise than in Cash

61. The liquidator may divide amongst the persons entitled on the dissolution of the Company, in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between those persons. The liquidator may vest the whole or any part of such assets in Directors upon such trusts for the benefit of those persons as the liquidator shall think fit.

INDEMNITY

62. **Indemnity for Directors, etc.**

Subject to the Statutes every Director, auditor, and, if the Directors so determine, any servant, agent or employee of the Company shall be indemnified out of the assets of the Company against all losses or liabilities sustained or incurred in or about the execution of his duties or otherwise in relation thereto, including any liability incurred by him in defending proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

63. Insurance

The Company may provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defense to a criminal prosecution brought against the Directors or any of them in their capacity as Directors of the Company.

(Amended 23 May 2024)

