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The Companies (Guernsey) Law, 2008 (as amended)

Company limited by guarantee and not having a share capital

ARTICLES OF INCORPORATION

OF

GUERNSEY NETBALL ASSOCIATION LBG

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The Companies (Guernsey) Law, 2008 (as amended)
Company limited by guarantee and not having a share capital

Articles of incorporation
of
Guernsey Netball Association LBG

1 Exclusion of standard articles

Standard articles as may be prescribed from time to time pursuant to section 16(2) of the Law shall not apply to the company.

2 Interpretation

- 2.1 In these articles the following words shall bear the following meanings if not inconsistent with the subject or context:

articles means the articles of incorporation of the company as amended from time to time;

company means Guernsey Netball Association LBG or such name as the company may by ordinary resolution determine from time to time;

directors means the directors of the company for the time being or, as the case may be, the directors assembled as a board;

eligible members has the meaning given under the law;

executed includes any mode of execution;

finance director means, for the purposes of these articles, the equivalent to, and has the same duties and obligations, as a treasurer for the purposes of any applicable States of Guernsey guidance;

guarantee member means the person whose name is entered in the register as a guarantee member of the company;

Law means the Companies (Guernsey) Law, 2008 as amended, extended or replaced and any ordinance statutory instrument or regulation made thereunder;

objects means the objects of the company as set out in the memorandum of incorporation; and

office means the registered office at any time of the company.

- 2.2 The headings in these articles do not affect the interpretation of these articles.

- 2.3 Unless the context otherwise requires words or expressions contained in these articles bear the same meaning as in the Law.

- 2.4 In writing and written includes the reproduction of words and figures in any visible form whether sent or supplied by electronic form or otherwise including, for the avoidance of doubt, by email.
- 2.5 Words importing the singular number only shall include the plural number and vice versa.
- 2.6 Words importing a particular gender only shall include any other gender.
- 2.7 Words importing persons shall include corporations.
- 2.8 A reference 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.

3 Guarantee members

- 3.1 The subscribers to the memorandum of incorporation dated 29 July 2009 are the first guarantee members of the company.
- 3.2 Membership is open to persons who:
 - 3.1.2 apply to the company in the form required by the directors; and
 - 3.1.3 are approved by the directors.
- 3.3 The directors may refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the company to refuse the application.
- 3.4 The directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
- 3.5 The directors must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

4 Classes of membership

The directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the Register. For the avoidance of doubt, only the guarantee members of the Company are persons who become members in accordance with Article 3 above, and does not include members of the sporting association who simply take part in its sporting activities.

5 Variation of class rights

- 5.1 All or any of the rights, privileges, or conditions for the time being attached to any class or group of guarantee members may only be varied:
 - (a) with the consent in writing from a majority of the guarantee members of that class; or

- (b) with the sanction of an ordinary resolution passed at a separate meeting of the holders of the rights of that class.
- 5.2 All the provisions of these articles relating to general meetings of the company or to the proceedings thereat shall, mutatis mutandis, apply to every such separate meeting except that in accordance with the Law:
 - (a) the necessary quorum shall be two persons present holding or representing by proxy at least one-third of the voting rights of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, one person present holding rights of the class shall be a quorum) provided always that where the class has only one guarantee member, that guarantee member shall constitute the necessary quorum; and
 - (b) the special rights conferred guarantee members with preferred, deferred or other rights shall (unless otherwise expressly provided by the conditions of issue of such rights) be deemed not to be varied by the creation or issue of further rights ranking *pari passu* therewith.

6 Termination of membership

- 6.1 Membership is terminated and the relevant guarantee member deemed to have retired in accordance with section 122(1)(b) of the Law and the provisions of these articles if:
 - 6.1.1 the guarantee member dies or, if it is an organisation, ceases to exist;
 - 6.1.2 the guarantee member resigns by written notice to the company unless, after the resignation, there would be less than one guarantee member;
 - 6.1.3 any sum due from the guarantee member to the company is not paid in full within six months of it falling due;
 - 6.1.4 the guarantee member is removed from membership by a resolution of the directors that it is in the best interests of the company that his or her or its membership is terminated. A resolution to remove a guarantee member from membership may only be passed if:
 - (a) the guarantee member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed; or
 - (b) the guarantee member or, at the option of the guarantee member, the guarantee member's representative (who need not be a guarantee member of the company) has been allowed to make representations to the meeting;

6.1.5 the guarantee member's interest in the company is cancelled by virtue of section 489 of the Law or otherwise.

6.2 The guarantee member's name is deemed to have been removed from the Register on the date of cessation of membership.

7 Transfer of membership

None of the rights under any guarantee member of the company may be transferred or transmitted to any other person.

8 General meetings

8.1 Subject to clause 8.2 below, an annual general meeting shall be held after 31 March but no later than 30 June each year.

8.2 The provisions of this article 8 are without prejudice to the rights of guarantee members under the Law to rescind the requirement to hold an annual general meeting and without prejudice to any powers of the directors to convene a general meeting without a guarantee member's requisition.

8.3 A director of the company shall be entitled to attend and speak at any general meeting and at any separate meeting of the guarantee members of any class in the company, regardless of whether that director is a guarantee member of the company or of the relevant class.

8.4 All general meetings other than annual general meetings shall be called extraordinary general meetings. All general meetings may be held at any place in Guernsey or elsewhere.

8.5 The board may call general meetings and on the requisition of guarantee members pursuant to the provisions of the Law shall forthwith proceed to convene a general meeting within 21 days after the receipt of the requisition in accordance with the Law to be held on a date not more than 28 days after the date of the notice convening the meeting. If there are not sufficient directors to call a general meeting, any director or any guarantee member of the company may call such a meeting.

9 Notice of general meetings

9.1 An annual general meeting shall be called by at least twenty eight days' notice and an extraordinary general meeting shall be called by at least fourteen days' notice.

9.2 A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the guarantee members entitled to attend and vote thereat.

9.3 Subject to the provisions of these articles and to any restrictions imposed on any membership interests the notice shall be given to all the guarantee members and to every director.

9.4 The notice of meeting may also specify a time (which shall not be more than 48 hours before the time fixed for the meeting not taking into account non-working days) by which a person must be entered on the register of members in order to have the right to attend or

vote at the meeting or appoint a proxy to do so. Changes to entries on the register of members after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

- 9.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

10 Proceedings at general meetings

- 10.1 No business, other than the appointment of a chairman, may be transacted at any meeting unless at least two unconnected persons who are guarantee members or representing guarantee members by proxy and forming the requisite quorum in accordance with the Law, and three unconnected directors, are present.

- 10.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened by or upon the requisition of guarantee members, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week at the same time and place or such other day, time and place as the chairman may determine. If at such an adjourned meeting a quorum is not present within five minutes from the time appointed for the holding of the meeting, those guarantee members present in person or by proxy shall be a quorum.

- 10.3 At any general meeting, the chairman of the board or, if he is absent or unwilling, one of the other directors who is appointed for that purpose by the board or (failing appointment by the board) by the guarantee members present, shall preside as chairman of the meeting. If none of the directors are present or are present but unwilling to preside, the guarantee members present and entitled to vote shall choose one of their number to preside as chairman of the meeting. Any such chairman appointed shall be unconnected to the other guarantee members forming the requisite quorum.

- 10.4 The chairman may, with the consent of a 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 seven days or more, at least seven days' notice shall be given specifying the day, 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.

- 10.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded (which if requested, may be on an anonymous basis with votes counted by the chairman only):

- (a) by the chairman; or
- (b) by at least two unconnected guarantee members having the right to vote on the resolution; or

- (c) by a guarantee member or unconnected guarantee members representing not less than one tenth of the total voting rights of all the guarantee members having the right to vote on the resolution;

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

- 10.6 Unless a poll is duly demanded (and not subsequently withdrawn) a declaration by the chairman that a resolution has or has not been passed or has been passed with a particular majority or 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.
- 10.7 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman; a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 10.8 A poll shall be taken as the chairman directs and (unless a poll on an anonymous basis has been requested) he may appoint scrutineers (who need not be guarantee members) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 10.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.
- 10.10 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such day, time and place as the chairman directs not being more than 30 days after the poll is demanded. 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 the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 10.11 No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the day, time and place at which the poll is to be taken.

11 Votes of guarantee members

- 11.1 Subject to any rights or restrictions attached to any guarantee member's interests:

- (a) on a show of hands every guarantee member present in person or by proxy shall have one vote; and
- (b) on a poll every guarantee member who is present in person or proxy shall have one vote.

- 11.2 The guarantee members will consider the views of other persons, specifically members of the sporting association who are present, when voting.

- 11.3 There shall be no requirement to make available for inspection at any time during a meeting a list of names and addresses of guarantee members.
- 11.4 A guarantee member in respect of whom an order has been made by any court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorders may vote, whether by a show of hands or by a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person may vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these articles for the deposit of instruments of proxy, before the time appointed for holding the meeting or adjourned meeting or on the holding of the poll at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 11.5 No objection shall be raised to the entitlement of any person to vote as he did except at the meeting or adjourned meeting or poll at which the vote objected to is or may be tendered, and every vote not disallowed at the meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 11.6 A guarantee member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the company. A proxy need not be a guarantee member. Where two or more valid but differing appointments of proxy are delivered or received for the same membership interest for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that membership interest. If the company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that membership interest unless the directors otherwise determine. Delivery or receipt of an appointment of proxy does not prevent a guarantee member attending and voting in person at the meeting or an adjournment of the meeting or on a poll.
- 11.7 An instrument appointing a proxy shall be in any usual form, or as approved by the directors including in electronic form, and shall be executed by or on behalf of the appointor or in either case otherwise authenticated in such manner as the directors may determine, including by electronic means. The directors may require such evidence as they consider necessary to determine and verify (a) the identity of the guarantee member and the proxy; and (b) where the proxy is appointed by a person acting on behalf of the guarantee member, the authority of that person to make the appointment.
- 11.8 Subject to the following articles, the instrument appointing a proxy and any reasonable evidence required by the directors under article 11.6, must be delivered so that it is received by the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote. They must be delivered in either of the following ways:

- (a) in the case of an instrument in hard copy form, it must be delivered to the office or such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy sent by the company in relation to the meeting; and
 - (b) in the case of an instrument of proxy sent by electronic means, where the company has given an electronic address in the notice calling the meeting or in the instrument of proxy, it must be received at such proxy notification electronic address.
- 11.9 In the case of a poll taken more than 48 hours after it is demanded, the instrument appointing a proxy and any reasonable evidence required by the directors under article 11.6 must be delivered as required under article 11.7 not less than 24 hours before the time appointed for the taking of the poll.
- 11.10 If the form of appointment of proxy is not delivered on time, it is invalid. For so long as the same is required under the Law, in calculating the periods in this article, no account shall be taken of any part of a day which is not a working day.
- 11.11 The directors may decide either generally or in a specific case, to treat a proxy appointment as valid notwithstanding that the appointment or any information required under article 11.6 has not been received in accordance with the requirements of these articles. Subject to the foregoing, if the proxy appointment and any of the information required under article 11.6 is not received in the manner set out in article 11.7.
- 11.12 A vote given by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by the company at the office or at such other place as has been appointed for the deposit of instruments of proxy before the commencement of the meeting or adjourned meeting at which the vote is given.
- 11.13 A meeting of guarantee members may be held notwithstanding that such guarantee members may not be in the same place if a guarantee member is, by any means, in communication with one or more other guarantee members so that each guarantee member participating in the communication can hear or read what is said or communicated by each of the others, each guarantee member so participating is deemed to be present at a meeting with the other guarantee members so participating and any such meeting shall be deemed to be held in the place in which the chairman of the meeting is present.

12 Corporations acting by representatives

Any corporation which is a guarantee member of the company may, by resolution of its board or other governing body, authorise such person or persons as it thinks fit to act as its representative at any meeting of the company or at any meeting of any class of guarantee members of the company, and 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 guarantee member of the company. A corporation present at any meeting by such representative shall be deemed for the purposes of these articles to be present in person.

13 Resolutions in writing

- 13.1 Anything that may be done by resolution passed at a general meeting of the company or at a meeting of the guarantee members of any class in the company may be done by resolution in writing in accordance with the provisions of the Law. A resolution in writing may be executed in one or more counterparts.
- 13.2 Subject to the Law a resolution proposed as a written resolution may specify a date and time (whether greater or lesser than any period for the time being specified by the Law) by which the proposed written resolution lapses if it has not been passed by the requisite majority of eligible guarantee members. No instrument received or signature appended thereto after such time shall be counted.
- 13.3 The accidental omission to give notice of any proposed resolution in writing to, or the non-receipt of notice of a resolution in writing by, any person entitled to receive notice shall not invalidate any resolution or any proposed resolution.

14 Number of directors

Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum and shall be subject to a minimum of three unconnected persons, however notwithstanding any other provision of these articles, at least one director of the company must be ordinarily resident in Guernsey.

15 Alternate directors

- 15.1 Subject to the requirements in article 14, any director (other than an alternate director) may appoint any other director, or any other person, to be an alternate director and may remove from office an alternate director so appointed by him.
- 15.2 An alternate director shall be entitled to attend, be counted towards a quorum and vote at any meeting of directors and at any meeting of committees of directors of which his appointor is a guarantee member at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director.
- 15.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director.
- 15.4 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 15.5 Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

16 Powers of directors

- 16.1 Subject to the provisions of the Law, the memorandum 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 in any part of the world. No alteration of the memorandum or 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 article shall not be limited by any special power given to the directors by these articles and a meeting of directors at which a quorum is present may exercise all the powers exercisable by the directors. Where a director is the sole director of the company he shall have and may exercise all the powers and authorities in and over the affairs of the company as by these articles are conferred on the directors.
- 16.2 Subject as hereinafter provided, the directors may exercise all the powers of the company to borrow or raise money and secure any debt or obligation of or binding on the company in any manner including by the issue of debentures (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge pledge or lien upon the whole or any part of the company's undertaking property or assets (whether present or future) and also by a similar mortgage charge pledge or lien to secure and guarantee the performance of any obligation or liability undertaken by the company or any third party.
- 16.3 The directors may, by power of attorney (signed in such a manner as the directors may determine), or otherwise, appoint any person, either generally or in respect of any specific matter, to represent the company, act in its name and execute documents on its behalf.

17 Directors duties

In addition to their duties under the law, each of the directors (which for the avoidance of doubt shall include any finance director and any Chairman of the Board (as defined below)) shall owe the following duties to the company:

- (a) to act with integrity and probity, and with suitable and appropriate skills and experience;
- (b) to act in good faith at all times; and in accordance with their general duty of care;
- (c) to act only in accordance within the powers afforded by these articles and the Law;
- (d) to ensure there are measures in place to enable the company to achieve its purpose and objectives effectively, to fulfil its other obligations under these articles and to discharge any legal obligations to which it is subject;
- (e) to review the activities of the company from time to time to ensure that the company continues to achieve its purpose or objectives effectively, to fulfil its other obligations under these articles and to discharge any legal obligations to which it is subject; and

- (f) to ensure that the financial position of the company is satisfactory and prudent for the purposes of the company's purpose and objectives, and in particular that any disbursements are subject to approval by at least two unconnected directors.

18 Delegation of directors' powers

Subject to the requirements article 14, the directors may delegate any of their powers to any committee consisting of one or more directors and (if thought fit) one or more other persons. They may also delegate to any managing director or any other director (whether holding any other executive office or not) such of their powers as they consider desirable to be exercised by him. 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 shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

19 Appointment and retirement of directors

19.1 Subject to the Law and these articles, the directors shall have power at any time, and from time to time, without sanction of the company in general meeting, to appoint any person to be a director, either to fill a casual vacancy or as an additional director. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-appointment.

19.2 Subject to the Law and these articles, the company may by ordinary resolution:

- (a) appoint any person as a director; and
- (b) remove any person from office as a director.

There shall be no requirement for the appointment or removal of two or more directors to be considered separately.

19.3 A person must not be appointed a director unless he has in writing consented to being a director of the company and declared that he is not ineligible under the Law.

19.4 A director may resign from office as a director by giving notice in writing to that effect to the company at its registered office, which notice shall be effective upon such date as may be specified in the notice, failing which upon delivery to the registered office.

20 Disqualification and removal of directors

The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of or he ceases to be eligible to be a director in accordance with the Law;
- (b) he has his affairs declared "en désastre", becomes bankrupt or makes any arrangement or composition with his creditors generally or otherwise has any judgement executed on any of his assets;

- (c) an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorders for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs;
- (d) he dies;
- (e) he resigns his office by notice to the company;
- (f) the company so resolves by ordinary resolution; or
- (g) the other directors request him to resign in writing by board resolution.

21 Remuneration of directors

Unless otherwise determined by the company by ordinary resolution, the directors shall be entitled to such remuneration as the directors may from time to time determine and, unless such determination provides otherwise, the remuneration shall be deemed to accrue from day to day.

22 Directors' expenses

The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the guarantee members of any class or of debentures of the company or otherwise in connection with the discharge of their duties.

23 Directors' appointments and interests

- 23.1 Subject to the provisions of the Law and these articles, the directors may appoint one or more of their number to the office of managing director or to any other executive office in the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the company.
- 23.2 Subject to and in accordance with the Law, a director must, upon becoming aware of the fact that he is interested in a transaction or proposed transaction with the company, disclose that fact to the directors.
- 23.3 For the purposes of the preceding article a general disclosure given to the directors 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 shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.

23.4 Without limitation to the provisions of the Law, provided that he has disclosed his interests in accordance with the preceding two articles, a director, notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested;
- (c) shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- (d) may act by himself or his firm in a professional capacity for the company and he or his firm shall be entitled to remuneration for professional services as though he were not a director of the company.

24 Directors' gratuities and pensions

The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

25 Proceedings of directors

- 25.1 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary 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. Subject to article 15, a director who is also an alternate director shall be entitled to a separate vote for each director for whom he acts as alternate in addition to his own vote.
- 25.2 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 unconnected directors except where a director is the sole director of the company, in which case the quorum shall be one. Subject to article 15, a person who is an alternate director shall be counted in the quorum and any director acting as an alternate director shall also be counted as one for each of the directors for whom he acts as alternate.
- 25.3 Any director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all of the other directors present

at such meeting to hear or read what is said or communicated by such director at all times and such director to hear or read what is said or communicated by all other directors present at such meeting at all times (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum. A meeting of directors conducted in accordance with this provision shall, subject to a resolution of the directors, be deemed to be held in the place where the chairman of the meeting is present.

- 25.4 The continuing directors or the only 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.
- 25.5 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting. Any chairman appointed shall be unconnected to the other directors on the board forming the requisite quorum.
- 25.6 All acts done by a meeting of directors, or of a committee of 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.
- 25.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 25.8 A director may vote in respect of any transaction, arrangement or proposed transaction or arrangement in which he has an interest which he has disclosed in accordance with these articles and, if he does vote, his vote shall be counted, and he shall be counted towards a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the directors for consideration.
- 25.9 Where proposals are under consideration concerning the appointment of two or more directors to offices or employment with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

26 Company secretary

- 26.1 The company may from time to time, but is not obliged to, appoint a secretary and subject to the provisions of the Law a director or other person may act as secretary, if one is appointed.
- 26.2 The functions of the company secretary are those listed in section 171(a) – (e) of the Law and the company secretary has a duty to take reasonable steps to ensure these are carried out.

27 Finance director

- 27.1 The directors shall appoint one of their number as finance director.
- 27.2 The finance director shall have the same powers as the other directors of the company, as set out at article 16.
- 27.3 The finance director shall be subject to the same duties as the other directors of the company, as set out at article 17.

28 Chairman

- 28.1 The directors shall appoint one of their number as chairman of the board (the **Chairman**).
- 28.2 The Chairman shall have the same powers as the other directors of the company, as set out at article 16.
- 28.3 The Chairman shall be subject to the same duties as the other directors of the company, as set out at article 17.

29 Seals

- 29.1 The common seal (if any) shall only be used by the authority of the directors or of a committee of directors authorised by the directors.
- 29.2 Subject to the provisions of the Law the directors may determine to have an official seal for use in any country territory or place outside the Island of Guernsey, which shall be a facsimile of the common seal of the company. Any such official seal shall in addition bear the name of every territory district or place in which it is to be used.
- 29.3 The directors may determine who shall sign any instrument to which the common seal or any official seal is affixed and, in respect of the common seal, unless otherwise so determined such instrument shall be signed by a director and by a secretary or by a second director. A person affixing the common seal or any official seal to any instrument shall certify thereon the date upon which and the place at which it is affixed.

30 Application of income and property

- 30.1 The income and property of the company shall be applied solely towards the promotion of the objects.

30.2 Except as provided below, no part of the income or property of the company may be paid or transferred directly or indirectly by way of dividend, distribution, bonus or otherwise by way of profit to any guarantee member of the company. This shall not prevent any payment in good faith by the company of:

- (a) a benefit to any guarantee member in the capacity of a beneficiary of the company;
- (b) reasonable and proper remuneration to any guarantee member for any goods or services supplied to the company, provided that article 21 applies if such a guarantee member is a director;
- (c) interest on money lent by a guarantee member to the company at a reasonable and proper rate;
- (d) reasonable and proper rent for premises demised or let by a guarantee member to the company; and
- (e) any payment to a guarantee member who is also a director which is permitted under article 21.

31 Accounts and audit

31.1 In addition to the rights conferred by the Law or authorised by the directors or by these articles, the guarantee members shall (as such) have the right to inspect any accounting records or financial statements of the company upon written request within nine months following the end of the relevant accounting period. Additionally, a statement of the annual accounts shall be presented at each annual general meeting.

31.2 The company may appoint auditors to examine the accounts and report thereon (where one is required in accordance with the Law) in accordance with the Law.

32 Notices

32.1 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 or a committee of directors need not be in writing.

32.2 The company may send, deliver or serve any notice or other document to a guarantee member either:

- (a) personally;
- (b) by sending it by post in a prepaid envelope addressed to the guarantee member at his registered address or by leaving it at that address;
- (c) by transmitting it by facsimile to the facsimile number last notified to the company by the guarantee member or that guarantee member's relevant electronic address; or

- (d) by transmitting it by electronic means (other than by transmission by facsimile) to that guarantee member's relevant electronic address from time to time held by the company for that guarantee member or by means of a website in accordance with the Law, unless, in the case of transmission by means of a website, such guarantee member notifies the company otherwise and unless and until the company receives such notice.
- 32.3 A guarantee member present, either in person or by proxy, at any meeting of the company or of any class of membership interests in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 32.4 Every person who becomes entitled to a membership interest shall be bound by any notice in respect of that interest which, before his name is entered in the register of members, has been duly given to a person from which he derives his title
- 32.5 Service of any notice by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment. A notice sent by post shall, unless the contrary is shown, be deemed to have been received:
- (a) in the case of a notice sent to an address in the United Kingdom, the Channel Islands or the Isle of Man, on the second day after the day of posting; and
 - (b) in the case of a notice sent elsewhere, on the third day after the day of posting;

excluding in each case, for so long as the same is required under the Law, any day which is not a working day in Guernsey. Any notice sent by facsimile or by electronic means shall be deemed to be received immediately after it was transmitted, unless the contrary is shown.

33 Winding up

- 33.1 If the company shall be wound up, the surplus assets remaining after payment of all creditors, including the repayment of the bank borrowings, shall not be paid or distributed to guarantee members (except to a guarantee member that is itself a charity and qualifies to benefit under this article) but shall be applied or transferred:
- (a) directly for one or more of the objects of the company;
 - (b) to the extent that the surplus assets cannot be applied or transferred pursuant to clause 33.1(a) above, to any charity or charities with objects similar to the objects of the company, which has similar restrictions in respect of distributions to its members in its memorandum or articles (or other constitutional provisions to it is not a company) to article 30 and this article 33 (which for the avoidance of doubt includes England Netball); or
 - (c) to the extent that the surplus assets cannot be applied or transferred pursuant to clauses 33.1(a) and 33.1(b) above, to any charity or charities the objects of which are the promotion of commerce, art, science, education, sport, religion, charity or any profession, and anything incidental or conducive to any of those objects, which

has similar restrictions in respect of distributions to its members in its memorandum and articles (or other constitutional provisions if it is not a company) to article 30 and this article 33 (which for the avoidance of doubt includes England Netball).

- 33.2 The decision on who is to benefit from the company's remaining assets may be made by resolution of the guarantee members at or before the time of winding up or dissolution and, subject to any such resolution of the guarantee members, may be made by resolution of the directors at or before the time of winding up or dissolution.
- 33.3 In the event that no resolution is passed by the guarantee members or by the directors in accordance with this article, the company's remaining assets shall be applied for charitable purposes as directed by the Court.

34 Indemnity

- 34.1 Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director, alternate director or secretary and their respective heirs and executors shall be fully indemnified in so far as the Law allows, 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 would otherwise attach to them in connection with any negligence, default, breach of duty or breach of trust in relation to the company 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 should the same happen by or through their own negligence, default, breach of duty or breach of trust in relation to the company, provided that this article shall be deemed not to provide for, or entitle any person to, indemnification to the extent that it would cause this article, or any part of it, to be treated as void under the Law.
- 34.2 Without prejudice to any other provisions of these articles, the directors may exercise all the powers of the company to purchase and maintain insurance for the benefit of a person who is or was a director, alternate director, secretary or auditor of the company or of a company which is or was a subsidiary undertaking of the company or in which the company has or had an interest (whether direct or indirect), indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the company, (including, without prejudice to the generality of the foregoing, insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the company or any such other body).

35 Inspection of records

- 35.1 Subject to the Law, a director shall be entitled at any time to inspect the register of members, any register of secretaries the minutes of proceedings at general meetings, the minutes of proceedings at directors' meetings, the register of directors the index of members (if any), copies of all resolutions of guarantee members passed otherwise than at general meetings and the accounting records.
- 35.2 Subject to the Law, a guarantee member shall be entitled to inspect the register of members, the minutes of proceedings at general meetings, the register of directors, any register of secretaries and the index of members (if any) and copies of all resolutions of guarantee members passed otherwise than at general meetings.
- 35.3 The rights of inspection shall be exercisable during ordinary business hours.

36 Relationship to other non-profit organisations

- 36.1 The company is affiliated with England Netball and the Guernsey Sports Commission.
- 36.2 The company is not related to any other non-profit organisations, whether as a member of an affiliation network or otherwise.