

JerseyFA



**Memorandum and Articles of Association of
Jersey Football Association Limited**

10 October 2024

COMPANIES (JERSEY) LAW 1991
MEMORANDUM OF ASSOCIATION
JERSEY FOOTBALL ASSOCIATION LIMITED

1. The name of the company is 'Jersey Football Association Limited' (**Association**)
2. Subject to clause 3 of this Memorandum, the Association shall have the capacity and may exercise all the powers that may be lawfully exercised by a company incorporated in Jersey and in this regard the Association is able (among other things):
 - 2.1 to govern, regulate, promote, foster, develop and support the game of Association Football (**Game**) in every way, without discrimination, and to take all steps as shall be thought fit for preventing infringements of the laws of the Game, or any improper methods or practices in the Game, and for protecting the Game from abuses;
 - 2.2 to govern, regulate, promote, provide for and manage competitions and matches in Jersey or elsewhere, and to do or provide for all or any such matters and things as shall be thought fit for or ancillary to such governance, regulation, promotion, provision and management including for the comfort, conduct, convenience or benefit of players and of other persons concerned or engaged in such competitions or matches, and the public;
 - 2.3 to make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the Game or otherwise within Jersey and to take all such steps as shall be thought fit for enforcing such rules, regulations, bye-laws and conditions;
 - 2.4 to promote, foster, develop and support the principle of fair play in the Game by encouraging everyone involved in the Game to show respect to each other and to behave in a sporting manner both on and off the field of play;
 - 2.5 to promote, foster, develop and support organisations designed in any way to promote, foster, develop and support the Game including playing the Game, the training and regulation of players, coaches and referees, the promotion of sportsmanship, the promotion of security in relation to spectating and the advancement of science and medicine as they apply to the Game, and in any way in relation to all other aspects of the Game, including by subscribing for shares, loan stock, warrants and other instruments in such organisations, or becoming involved as a member or affiliate of such organisations, or by making payments by way of grant or otherwise to such organisations;
 - 2.6 to acquire and undertake all assets and liabilities and to carry out the powers, obligations, duties and general objects of the association known as The Jersey Football Combination;
 - 2.7 to maintain, continue and provide for the affiliation and registration of competitions, clubs and other organisations for promoting or playing the Game;
 - 2.8 to maintain, continue and provide for the affiliation and registration of players, referees, coaches and others involved in the Game;
 - 2.9 to provide rules, regulations, conditions, bye-laws or otherwise for deciding and settling all differences that may arise between clubs, competitions, players (or any persons who are members of or who are employed or engaged by any such club or competition) or any other person in reference to due compliance with the laws of the Game or contracts, or to any other matter of dispute or difference arising between such entities and persons, and whether the Association is concerned in such dispute or difference

or not, and to make such provisions for enforcing any award or decision as shall be thought proper;

- 2.10 to co-operate with or assist any club or competition or other person involved in the Game in any way which the Association shall think appropriate, and to enter into or adopt any agreement or arrangements with such;
- 2.11 to co-operate with The Football Association Limited (**The FA**) in all matters relating to the Game including, where thought appropriate, complying with the rules and regulations of The FA and the rules and regulations of any body to which The FA is affiliated;
- 2.12 to engage and pay upon such reasonable and proper terms as may be thought fit any person, and whether on a full-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Association;
- 2.13 to acquire or take an interest in any undertaking, property or assets in Jersey or elsewhere (whether movable, immovable, tangible or intangible) including to acquire, lay out, improve, hold, use or turn to account in any way football grounds or other athletic or sports grounds, together with pavilions, buildings, erections and easements, facilities and all fixtures, fittings and accessories as shall be thought desirable;
- 2.14 to sell, lease, mortgage, charge, dispose of, grant rights over or otherwise deal with the whole or any part of the undertaking, property or assets of the Association;
- 2.15 to apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds relating to the Association;
- 2.16 to subscribe out of the funds of the Association to any association, company, society, club, institution or other body, charitable or otherwise, and in such manner as shall be thought fit;
- 2.17 to amalgamate or co-operate with any associations, companies, societies, clubs, institutions or other bodies having all or any of their objects similar to or compatible with any of the objects of the Association;
- 2.18 to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking;
- 2.19 to invest and deal with the moneys of the Association in any manner and hold and deal with any investment so made and to delegate the exercise of this power upon such terms and with such remuneration as the Association shall think fit;
- 2.20 to raise or borrow money for the objects of the Association in such manner as may be thought fit and to receive deposits and to mortgage, charge, pledge or provide any other security interest over the whole or any part of the Association's undertaking, property and assets (whether present or future), for such purposes and in such circumstances and on such terms and conditions as may be thought fit;
- 2.21 to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or association, in such circumstances and on such terms and conditions as may be thought fit;
- 2.22 to pay out of funds of the Association or agree to pay all or any of the promotion, formation and registration expenses of the Association;

- 2.23 to effect insurances against risk of loss to the Association, or against risk or accident to any directors, officers, employees and agents of the Association in the course of their employment by or provisions of services to the Association or to any persons while participating in any way in the Game or in connection with promoting, fostering or developing the Game, and to pay premiums on any such insurance;
 - 2.24 to carry on through any subsidiary or other associated body any activities which the Association is authorised to carry on and to make any arrangements whatsoever with such body (including any arrangements for taking the profits or bearing the losses of any such activities) as may be thought fit; and
 - 2.25 to carry on any other activity or to do all such other things as shall be thought fit to further the interests of the Association or to be incidental or conducive to the attainment of all or any of the objects of the Association.
3. The objects of the Association are restricted specifically to the advancement of public participation in football. Nothing in this Memorandum shall authorise an application of the property of the Association for purposes which are not charitable in accordance with the Jersey charities law in force from time to time.
4. The Association is a private company limited by guarantee and not having a share capital.
5. The income and property of the Association shall be applied solely towards the promotion of its objects as set out in this Memorandum and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Association save that:
 - 5.1 the provisions of clauses 7 and 8 of this Memorandum shall apply on the winding-up or dissolution of the Association; and
 - 5.2 nothing in this Memorandum shall prevent any payment in good faith by the Association:
 - 5.2.1 of reasonable and proper remuneration to any director, member, officer, employee or consultant of the Association for any services rendered to the Association and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such director, member, officer, employee or consultant of the Association;
 - 5.2.2 to any director who is an advocate, solicitor, accountant or other person engaged in a profession of all reasonable professional and other charges for work done by them or their firm when instructed by the other directors to act in that capacity on behalf of the Association;
 - 5.2.3 to any director of reasonable and proper out-of-pocket expenses;
 - 5.2.4 of interest on money lent by a member of the Association or its directors at a commercial rate of interest;
 - 5.2.5 of reasonable and proper rent for premises demised or let by any member of the Association or by any director; and
 - 5.2.6 of any premium and other payments in respect of the purchase and maintenance of insurance in respect of any liability for any act, omission or default of the directors, officers and employees of the Association (or any of them) in relation to the Association.
6. The liability of the members is limited.

7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1.00) to the Association's assets if it should be dissolved or wound up while a member or within one year after ceasing to be a member, for payment of the Association's debts and liabilities contracted before ceasing to be a member, and the costs, charges and expenses of the dissolution or winding up, and for the adjustment of the rights of the contributors among themselves.
8. On the winding up or dissolution of the Association, after provision has been made for all its debts and liabilities, any assets or property that remain (**Remaining Assets**) shall not be paid or distributed to the members (except to a member that is itself a charity and qualifies to benefit under this clause 8) but shall be applied or transferred:
 - 8.1 directly for one or more of the objects of the Association;
 - 8.2 to any charity or charities for purposes similar to the objects of the Association; or
 - 8.3 to any charity or charities for particular purposes falling within the objects of the Association.

The decision on who is to benefit from the Remaining Assets, pursuant to this clause 8, may be made by resolution of the members at or before the time of winding up or dissolution and, subject to any such resolution of the members, may be made by resolution of the directors at or before the time of winding up or dissolution.

In the event that no resolution is passed by the members or by the directors in accordance with this clause 8, the Remaining Assets shall be applied for charitable purposes as directed by the court or the Jersey Charity Commissioner.

COMPANIES (JERSEY) LAW 1991

ARTICLES OF ASSOCIATION

JERSEY FOOTBALL ASSOCIATION LIMITED

(a company limited by guarantee and not having a share capital)

Definitions and Interpretation

1. The articles of association constituting the Standard Table prescribed pursuant to article 6 of the Law shall not apply to the Association.
2. In these Articles (unless the context otherwise requires) the following words have the following meanings:

Affiliated Club	a football club affiliated to the Association;
Affiliated League	a league affiliated to the Association;
Articles	these articles of association;
Association	Jersey Football Association Limited;
Chairperson	the chairperson of the Association from time to time appointed pursuant to these Articles;
Chief Executive Officer	the chief executive officer of the Association from time to time appointed pursuant to these Articles.
clear days	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
competition	a competition affiliated to the Association;
directors or the Board	the directors of the Association for the purposes of the Law as appointed from time to time under these Articles;
The FA	The Football Association Limited, a company incorporated in England and Wales with company number 77797;
Law	Companies (Jersey) Law 1991 (as amended from time to time);
members	those clubs admitted into membership of the Association in accordance with these Articles;
Memorandum	the memorandum of association of the Association;
Office	the registered office of the Association;
President	the president of the Association from time to time appointed pursuant to these Articles;
Rules	the rules, regulations, standing orders and bye-laws of the Association as amended from time to time;

seal	the common seal of the Association;
secretary	the company secretary of the Association from time to time appointed pursuant to these Articles;
Senior Independent Director	the senior independent director of the Association from time to time appointed pursuant to these Articles.

3. In these Articles:

- 3.1 unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Law;
- 3.2 references to a numbered Article are to the Article so numbered in these Articles;
- 3.3 references to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form;
- 3.4 words denoting the singular number include the plural number and vice versa; words denoting one gender include all genders; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships;
- 3.5 headings are inserted for convenience only and do not affect the construction of these Articles; and
- 3.6 a reference to the law is to applicable law in Jersey in force from time to time including Charities (Jersey) Law 2014.

Members

- 4. The members shall be such persons as are admitted to membership by the Board in its absolute discretion in accordance with these Articles.
- 5. A member may withdraw from membership of the Association on 7 days' clear notice to the Association. Membership shall not be transferable in any event and shall cease immediately on dissolution or, at the absolute discretion of the Board, by notice in writing sent by prepaid post to a member's address following the failure of a member to comply or to continue to comply with any condition of membership set out in these Articles, the Rules or otherwise. Upon receipt of such notice, if the member shall so request in writing, the matter shall be submitted to a properly convened and constituted Board meeting. The member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in its defence either verbally or in writing, and it shall not be required to withdraw from membership unless the Board, after receiving the statement, vote for the member's expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, it shall thereupon cease to be a member and its name shall be removed from the register of members.
- 6. The Board may from time to time set:
 - 6.1. the affiliation fees and membership fees to be paid by the members; and
 - 6.2. the players' registration fee for players of Affiliated Clubs.
- 7. The members shall pay the affiliation fees and membership fees on time and in full. Notwithstanding the provisions of Article 5, any member who is more than 1 month in arrears in paying any such fees shall be deemed to have resigned their membership of the Association.

General Meetings

8. The Association shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the directors, and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held for the following purposes:
 - 8.1. to receive from the directors the accounts, pursuant to Article 61;
 - 8.2. to receive from the directors a report of the activities of the Association since the previous annual general meeting;
 - 8.3. to appoint the Association's accountants; and
 - 8.4. to transact such other business as may be brought before it in accordance with these Articles.
9. All general meetings other than annual general meetings shall be called extraordinary general meetings.
10. The directors may call general meetings and, on the requisition of one-tenth of the members pursuant to the provisions of the Law, shall forthwith proceed to call an extraordinary general meeting to be held within 2 months of receipt of the requisition. Such requisition must state the objects of the meeting.

Notice of General Meetings

11. An annual general meeting and an extraordinary general meeting shall be called by at least 14 days' notice. A general meeting may be called by shorter notice if it is so agreed:
 - 11.1. in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and
 - 11.2. in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all the members.
12. The notice shall specify the time and place of the meeting and the general nature of such business. The notice shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special resolution, specify the intention to propose the resolution as a special resolution, as the case may be.
13. 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 any resolution passed or the proceedings at that meeting.

Proceedings at General Meetings

14. No business shall be transacted at any meeting unless a quorum of 5 members is present.
15. 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 shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
16. The Chairperson shall preside as chairperson of the meeting, but if the Chairperson is not present within 5 minutes after the time appointed for the meeting, the Senior Independent Director shall preside as chairperson of the meeting. If the Senior Independent Director has not been appointed or is not present at the meeting, the directors present shall elect one of their number to be

chairperson of the meeting and, if there is only one director present and willing to act, they shall be entitled to preside as chairperson of the meeting.

17. If no director is willing to act as chairperson of the meeting, or if no director is present within 5 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairperson of the meeting.
18. The chairperson of the meeting 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 14 days or more, at least 7 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.
19. 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:
 - 19.1.1. by the chairperson of the meeting; or
 - 19.1.2. by at least 3 members present and having the right to vote at the meeting; or
 - 19.1.3. by members representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.
20. Unless a poll is duly demanded a declaration by the chairperson of the meeting 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.
21. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairperson of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
22. A poll shall be taken at such time and place and in such manner as the chairperson of the meeting directs and they may appoint scrutineers (who need not be members) and fix a 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.
23. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a second or casting vote in addition to any other vote they may have.
24. A poll demanded on the election of a chairperson of the meeting 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 time and place as the chairperson of the meeting directs not being more than 14 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. No notice need be given of a poll not taken forthwith if the 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 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
25. General meetings shall be open to honorary officers, all of whom shall have a voice at general meetings but shall not count in the quorum and shall not be entitled to vote.

26. Anything that may, in accordance with the provisions of the Law, be done at a meeting of the Association may be done by a resolution in writing passed by the specified majority of the members who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting and any such resolution is authorised by these Articles without any restriction. The specified majority, in the case of an ordinary resolution and a special resolution, shall be two-thirds of the members who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting. Subject to the Law, the directors may determine the manner in which a resolution shall be put to members pursuant to the terms of this Article. The directors must include with the form of the resolution distributed to the members a statement informing such member how to signify agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. A resolution to which this Article applies lapses if it is not passed before the end of the period of 90 days or such lesser period as is included in the said statement. The resolution shall be deemed to be passed when the instrument, or the last of several instruments, is signed by a member that results in the specified majority being met or on such later date as is specified in the resolution. Notwithstanding any other provisions in this Article, a resolution in writing may not be used to remove any auditor (if one has been appointed).
27. The FA shall, if invited by the directors to a general meeting, have all the rights of a member of the Association in relation to receiving notice of, attending and speaking at the general meeting but shall have no right to vote at the general meeting.

Votes of Members

28. On a show of hands every member who is present by a duly authorised representative or proxy shall have one vote and on a poll every member who is present by a duly authorised representative or proxy shall have such number of votes as are specified alongside its name in the register or members. The number of votes that a member is entitled to is calculated as follows:
- 28.1. one vote for each affiliated adult team that the member has; and
- 28.2. one vote for any affiliated youth team(s) that the member has, it being noted that the member will only get a maximum of one vote irrespective of whether it has one or more youth teams.
29. On a poll or show of hands votes may be given either by a duly authorised representative of the member or by proxy. The directors may require such evidence as they consider necessary of such representative's authority to represent a member.
30. An instrument appointing a proxy shall be in writing and in such form as approved by the directors and shall be executed by or on behalf of the member. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:
- 30.1. be deposited at the Office or at such other place within Jersey as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting within 48 hours of the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 30.2. in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 30.3. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson of the meeting or to the secretary or to any director,
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid provided that no objection to any instrument of proxy may be made except at the meeting

or adjourned meeting at which the proxy tenders their vote. The Association shall inform each member of the right to appoint a proxy and the proper method of depositing or delivering such proxy prior to a meeting in the notice convening such meeting.

31. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chairperson of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.
32. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

Directors

33. The business and affairs of the Association shall be governed by the directors who may authorise all such acts and the exercise of all such powers of the Association by the directors, on whom executive management powers are conferred as directors, as may be required to give effect to the objects as described in the provisions of the Memorandum, and which are not by law or these Articles required to be done or exercised by the Association in general meeting. The directors shall, without limitation, be responsible for setting the strategy of the Association.

Number of Directors

34. Unless otherwise determined by special resolution, the number of directors shall be subject to a maximum of 12 and shall be not less than 6.

Appointment of Directors

35. The directors shall be appointed by the Board from time to time pursuant to Articles 36 and 37 and shall include:
 - 35.1. the Chief Executive Officer (appointed to the Board in an ex officio capacity). The Chief Executive Officer can neither be the Chairperson, President nor the Senior Independent Director;
 - 35.2. the Chairperson, who shall be responsible for the leadership of the Board;
 - 35.3. the Senior Independent Director; and
 - 35.4. such other persons as are duly appointed.
36. The Board may appoint a person who is willing to act as a director to fill a casual vacancy or as an additional director provided that the appointment does not cause the number of directors to exceed the number fixed as the maximum number of directors pursuant to Article 34.
37. Notwithstanding Articles 35 and 36:
 - 37.1. at the first meeting of the Board after a director completes 3 years as a director, they shall retire from office but shall be eligible for re-appointment by the Board for a further period of 3 years;
 - 37.2. at the first meeting of the Board after a director completes 6 years as a director, they shall retire from office but shall be eligible for re-appointment by the Board for a further period of 3 years;
 - 37.3. at the first meeting of the Board after a director completes 9 years as a director, they shall retire from office and shall not be eligible for re-appointment by the Board unless:

- 37.3.1. that person has served as the President for at least 6 months in which case they may serve on the Board for up to a further period of 3 years provided they are re-appointed by the Board; or
- 37.3.2. at the first meeting of the Board after a director completes 9 years as a director, the Board re-appoints them for up to a further period of 12 months for the purposes of succession planning or for other exceptional circumstances (as the Board shall so determine at its absolute discretion); or
- 37.3.3. they step down as a director for at least 4 years at which point they shall be eligible for re-appointment by the Board as if they had never been appointed before;
- 37.4. the Chief Executive Officer and any other director appointed in an ex officio capacity may serve as a director for the duration of the holding of the relevant office without having to seek re-appointment by the Board under this Article;
- 37.5. at least one-third of the Board including the Senior Independent Director must be independent non-executive directors; and
- 37.6. no corporate entity may be appointed as a director.

Disqualification and Removal of Directors

- 38. The office of a director shall be vacated if:
 - 38.1. they cease to be a director by virtue of any provision of the Law or they become prohibited by law from or are disqualified from being a director;
 - 38.2. they become bankrupt or make any arrangement or composition with their creditors generally;
 - 38.3. they resign their office by notice to the Association;
 - 38.4. they shall without sufficient reason for more than 3 consecutive Board meetings have been absent without permission of the Board, and the Board agrees that they should be removed;
 - 38.5. they are suspended from holding office or from taking part in any footballing activity relating to the administration or management of the Association by a decision of The FA; or
 - 38.6. they are removed from office by special resolution of the members.

Delegation of Directors' Powers

- 39. The Board may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to the Chief Executive Officer or any other director holding any other executive office such of their powers as they consider desirable to be exercised by them. The Board may delegate, for example and without limitation, footballing matters such as discipline, referees, facilities and the leagues.
- 40. Any 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 these may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying.

Directors' Expenses

41. Unless employed with the Association under a contract of employment, the directors may only be paid all travelling and other expenses properly incurred by them in connection with the discharge of their duties if such expenses are agreed in advance by the Board.

Directors' Appointments and Interests

42. A director may be or become a director or other officer of or otherwise interested in any company promoted by the Association or in which the Association may be interested as a member or otherwise and no such director shall be accountable to the Association for any remuneration or other benefits received by them as a director or officer of or from their interests in such other company unless the Association otherwise directs.
43. No director shall be disqualified by their office from contracting with the Association either as vendor, purchaser or otherwise nor, subject to the provisions of the law and Article 44, shall any such contract or any contract or arrangement entered into by or on behalf of the Association in which any director shall be in any way interested be avoided or liable to be set aside.
44. A director who has directly or indirectly an interest in a transaction entered into or proposed to be entered into by the Association or by any subsidiary which to a material extent conflicts or may conflict with the interests of the Association and of which they are aware shall disclose to the Board the nature and extent of their interest (and, subject thereto, any such director shall not be liable to account to the Association for any profit or gain realised by them on such transaction). A notice in writing given to the Board by a director that they are to be regarded as interested in a transaction with a specified person is sufficient disclosure of their interest in any such transaction entered into after the notice is given.
45. Subject to Article 44, a director may vote in respect of any such transaction and if they do so vote their vote shall be counted and they shall be capable of being counted towards the quorum at any Board meeting at which any such transaction shall come before the directors for consideration.
46. Subject to the provisions of the law, a director may hold any other office or place of profit under the Association in conjunction with their office of director for such period and on such terms (as to remuneration and otherwise) as the directors may determine. Subject to the provisions of the law, any director may act by themselves or their firm in a professional capacity for the Association and they or their firm shall be entitled, if the Board so agrees, to remuneration for professional services as if they were not a director.

Directors' Gratuities and Pensions

47. 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 Association or with any body corporate which is or has been a subsidiary of the Association or a predecessor in business of the Association or of any such subsidiary, and for any member of their family (including a spouse and a former spouse) or any person who is or was dependent on them, and may (before or after they cease to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.
48. The Board may at its discretion, award honoraria to such persons as it thinks fit.

Proceedings of Directors

49. All of the directors shall be entitled to receive notice of all general meetings and all Board meetings and all shall be entitled to attend, speak and vote at all of these meetings.
50. 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 Board meeting. Questions arising at a Board meeting shall be decided by a majority of votes. In the case of an

equality of votes, the chairperson of the Board meeting shall be entitled to a casting vote in addition to any other vote they may have.

51. Any director may participate in a Board meeting, or of a committee, by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairperson of the Board meeting is.
52. A Board meeting at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Association generally. The quorum for the transaction of the business of the directors shall be 3.
53. 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 calling Board meetings, filling vacancies or of calling a general meeting.
54. The Chairperson shall preside as chairperson of the Board. The Chairperson shall preside at every Board meeting at which they are present. If the Chairperson is not present within 5 minutes after the time appointed for the Board meeting, the Senior Independent Director shall preside as chairperson of the Board meeting. If the Senior Independent Director has not been appointed or is not present at the Board meeting, the directors present may appoint one of their number to be chairperson of the Board meeting.
55. All acts carried out at a Board meeting, or of a committee, 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.
56. A resolution in writing signed by all the directors entitled to receive notice of a Board meeting or of a committee shall be as valid and effectual as if it had been passed at a Board meeting or (as the case may be) a committee duly convened and held and may consist of several documents in the like form each signed by one or more directors.

Secretary

57. Subject to the provisions of the Law, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by the Board.

Minutes

58. The directors shall cause minutes of the Board meetings to be made in books kept for the purpose in accordance with the Law.

The Seal

59. The seal shall only be used by the authority of the Board or of a committee authorised by the Board. 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 any two directors or any director and the secretary.

Accounts

60. The directors shall cause accounting records of the Association to be kept in accordance with the law. No member shall (as a member) have any right of inspecting any accounting records or other book or document of the Association except as conferred by the Law or authorised by the Board. The accounts of the Association shall be subject to an annual review by an appropriately qualified accountant.
61. It shall not be necessary for the accounts of the Association to be audited, but auditors shall be appointed if:
 - 61.1. the Board so resolves;
 - 61.2. an ordinary resolution of the Association so requires;
 - 61.3. the Association is or becomes a public company; or
 - 61.4. the law so requires.

Notices

62. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a Board meeting or committee meeting need not be in writing.
63. The Association may give any notice to a member either by sending it by post in a prepaid envelope addressed to the member at their registered or principal address in Jersey or by leaving it at that address or by sending it by email to the member at an email address specified by the member.
64. A member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
65. A notice given by post shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
66. A notice given by email shall be deemed to have been given at the time it is sent (with the email appearing in the 'Sent Items' of the sender and no notification of a failure) and this shall be conclusive evidence that the notice was given.

Winding-Up and Dissolution

67. If upon the winding-up or dissolution of the Association there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall be distributed in accordance with the Memorandum.

Rules

68. The Association and its members shall be bound by and be subject to and shall act in accordance with the Rules.
69. In the case of any difference between provisions under these Articles and the Rules, these Articles shall prevail.

Indemnity

70. To the fullest extent permitted by law, every present or former officer of the Association shall be exempted from liability, and shall be indemnified out of the assets of the Association, against any loss or liability incurred by them by reason of being or having been an officer.