

THE JERSEY EMPLOYMENT TRUST

Constitution

1. NAME

The name of the Trust (hereinafter referred to as “the Trust”) shall be "The Jersey Employment Trust".

2. DEFINITIONS

In these presents:

- a) The “Trust Property” shall mean such property of whatever nature and whether situate in the Island or elsewhere as may from time to time be transferred to or vested in the Trust;
- b) The “Island” shall mean the Island of Jersey;
- c) The “Members” shall mean the Members for the time being of the Trust “Objects” shall mean the objects of the Trust as set out in clause 3 hereof;
- d) Words importing the singular number only shall include the plural and vice versa;
- e) Words importing the masculine gender only shall include the feminine gender;

3. OBJECTS

- a) To champion and facilitate the development of appropriate employment and training options for people with a diagnosed disability and / or long term health condition to assist them to obtain appropriate supported open employment and to seek to sustain that employment.
- b) To provide employment and vocational training for persons in the Island with a diagnosed disability and / or a diagnosed long term health condition. Any project developed to fulfil this object should, as far as practicable, assist in the protection and preservation of the environment.
- c) To create and endeavour to ensure the introduction and utilisation of consistent policies, organisational structures, management systems and employment practices in all training and work provisions for those persons with a diagnosed disability and / or a diagnosed long term health condition in the Island.

4. POWERS

In pursuance of its Objects the Trust shall have the following powers:

- a) To accept by gift or legacy, purchase, take on lease or exchange, hire or otherwise acquire and hold any movable or immovable property whether situate in the Island or elsewhere or interest therein and any rights or privileges which appear to the Members necessary or convenient for the promotion of the Objects and to develop, construct, manage, inspect, maintain, improve, repair, renew, amend, extend, alter, sub-divide or redevelop any property, buildings or erections necessary or convenient for the work of the Trust;
- b) To sell or otherwise dispose of any part of the Trust Property upon such terms and conditions as the Members shall in their absolute discretion think fit;
- c) To borrow or raise money or enter into any guarantee in such manner and on such security as may appear appropriate to the Members in their absolute discretion.
- d) Subject to such conditions (if any) and such consents (if any) as may, for the time being be required by Law, to invest the moneys of the Trust not immediately required for its purposes in or upon such investments, shares, securities or property as the Members may in their absolute discretion think fit, PROVIDED ALWAYS that the income and property of the Trust howsoever derived shall be applied solely towards the promotion of the Objects of the Trust and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members PROVIDED that nothing herein shall prevent the payment in good faith of any expenses reasonably and properly incurred by any Member, officer or servant in connection with the affairs of the Trust or fees to any Member in return for any professional services for which he has been specifically engaged;
- e) To take such lawful steps by appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Trust or for the increase of the Trust Property in the form of donations, subscriptions or otherwise;

- f) To employ and pay out of the funds of the Trust any agents in any part of the world whether advocates, attorneys, solicitors, accountants, brokers, bankers, trusts, companies, estate agents, property managers or other agents without being responsible for the default of any agent if employed in good faith to transact any business or do any act required to be transacted or done in pursuance of the Objects including the receipt and payment of moneys and the execution of documents;
- g) To pay out of the funds of the Trust all fees and expenses of whatever nature incidental to the transfer or conveyance of any property to and from the Trust;
- h) At any time or times and in any part or parts of the world and either alone or jointly with any other person or persons to form or incorporate or acquire or cause to be formed or incorporated or acquired any company or corporation whether or not with limited liability and with such objects, powers, rules, articles and regulations as the Members in their absolute discretion may think fit and to vary or amend any such objects, powers, rules, articles, and regulations or if the Members shall think fit as aforesaid to effect the reconstruction of any such company or corporation or its amalgamation with some other body or to put it into liquidation;
- i) To give all such undertakings and enter into such contracts and incur all such obligations relating to the Trust Property or any part thereof as the Members in their absolute discretion shall think fit;
- j) To institute and defend proceedings at law and to proceed to the final end and determination thereof or compromise the same as the Members shall in their absolute discretion consider advisable;
- k) Without prejudice to the generality of clause 4(f) hereof from time to time to employ, and if the Members see fit, act upon the advice of an investment adviser and the Members shall not be responsible for any loss occasioned by reason of their having acted or failed to act upon advice received from any such adviser;
- l) to create a reserve out of such part of the funds of the Trust as appears appropriate for the upkeep, maintenance, improvement and expenses of the Trust Property or any part thereof including repairs, building and other development, parochial and insular rates, insurance premia, taxes and general overheads including legal and other expenses and all such similar outgoings and expenses which are to be borne out of the funds of the Trust;

- m) to do all such other lawful things as are incidental or conclusive to the attainment of the Objects.

5. MEMBERS

- a) The number of Members shall be a maximum of nine. There shall be:
- i. A Chairman (the “Chairman”); The Chairman shall not be a member of the States of Jersey or an employee of the States of Jersey Employment Board.
 - ii. A minimum of one person with a diagnosed disability and / or a diagnosed long-term health condition;
 - iii. The Chairman will appoint a Deputy Chairman from members appointed under section a) above. The Deputy Chairman shall not be a member of the States of Jersey or an employee of the States of Jersey Employment Board.
- b) Subject to sub-clause (c) below, the term of office of all Members shall be for a period of three years. A Member shall hold office for a maximum of two consecutive terms only, unless there are exceptional circumstances which provide that for the efficient and effective management of the Trust, an additional 3-year term of office may be granted by the Board. Under no circumstances can a Board member remain on the Board for a consecutive period of more than 9 years, starting from the time they initially became involved in the Trust in whatever capacity.
- c) A Member of the States shall not be eligible to be a Member (of the Trust) unless such membership is in a personal capacity.
- d) A Member shall lose his membership;
- i. Upon his death;
 - ii. If he becomes of unsound mind or becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954;
 - iii. If he communicates in writing his resignation to the Trust;
 - iv. If he ceases to be resident in Jersey;
 - v. If he be removed by a resolution passed by a simple majority of those Members present and voting at a meeting of the Trust;

- vi. Subject to 5 (c) above they become a States Member.
- e) In respect of the appointment of Members, the following shall apply:
 - i. The Chairman shall be appointed by the Members in accordance with the States of Jersey Appointments Commission Guidelines.
 - ii. In respect of the remaining Members they shall be appointed by the Chairman and the Members referred to in clause 5(a) above. Any decision of these Members in respect of such an appointment shall be unanimous.

6. MANAGEMENT

- a) The Members shall manage the affairs of the Trust;
- b) If the Chairman and Deputy Chairman are unable to attend any meeting, then those Members present may elect from their number a Chairman for the meeting;
- c) The Members shall appoint any one of their number to be the Treasurer of the Trust and any one of their number to be Secretary of the Trust provided always that the Treasurer and Secretary shall never be the same Member; such appointments to be upon such terms and for such periods (subject to the terms of clause 5 above) as the Members shall in their absolute discretion determine;
- d) The Members shall keep a Minute book recording in a proper and full manner the proceedings and decisions of the Members and shall in addition ensure that books of account are kept and maintain up-to-date and that accounting records are prepared fully in accordance with proper and accepted principles of bookkeeping and accountancy with a view to recording all transactions of the Trust of whatever nature and differentiating between capital and revenue items, to record and account for all payments and receipts, to reconcile and prove all deposit and current bank accounts, to list, value and account for all assets reserves and investments of the Trust, to maintain a list of debtors and creditors current and future, and to list and account for all liabilities both actual and contingent.

- e) The books of account shall be maintained by the Executive Officer with assistance and guidance as required from the Member appointed as Treasurer and shall always be open to inspection by Members. The Member so appointed shall cause annual accounts to be prepared to such date as the Members shall, in their absolute discretion determine, in each year comprising a revenue account and a Balance Sheet provided always that the annual accounts shall have been prepared and audited within sufficient time to enable those accounts to have been considered by members at the meeting referred to in Clause 7(b) below.
- f) The Members shall make adequate arrangements for the security and safe custody of all moneys, books and all other assets belonging to the Trust.
- g) The Members shall cause the books and accounts to be audited yearly by a Chartered Accountant (who shall not be a Member) who shall be selected by the Members each year.
- h) Copies of the audited accounts shall be published and made available to all Members.
- i) The statement of accounts so audited shall be submitted by the Treasurer appointed under clause 6(e) above to the meeting referred to in clause 7(b) for adoption.
- j) The Members shall open and maintain a current account in the name of the Trust in a joint stock bank established with a branch in the Island and/or an account in any branch of any lawfully constituted deposit taking institution in the Island.
- k) Subject to the provisions hereof the Members may from time to time make regulations as to their meetings and the conduct of their business and otherwise as to the management and administration of the Trust.
- l) All funds of the Trust shall as soon as possible after receipt be paid into the Trust bank accounts. Such accounts shall be under the control of the Members, who shall from time to time provide for the method of operation.

7. MEETINGS

- a) The Members shall hold meetings at such times (but not less than once in every three months) and for such purposes as they may decide.
- b) At the first meeting of the Members following the submissions to them of the annual audited accounts the following business shall be transacted:
 - i. To consider and, if approved, to formally adopt the said accounts in which case the Chairman and one other Member shall sign a copy of them;
 - ii. To appoint or re-appoint the Auditor;

Provided that the said meeting shall be held within six months following the end of the financial year of the Trust.

- c) A meeting shall be called by at least 14 days' notice. A meeting, however, may be called on shorter notice if it is so agreed by all the Members entitled to attend and vote at that meeting, or the Members may waive retrospectively the requirement to be given notice. A majority of the Members (minimum number of four members shall form a quorum) for any meeting and each Members shall have one vote at any meeting. In the event of the number of votes cast in favour of a proposition being equal to the number of votes cast against the proposition the proposition shall be deemed to have been rejected.
- d) A Member may participate in a meeting of Members through the medium of conference telephone, video or any other form of communications equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A Member participating in this way is deemed to be present in person at the meeting and shall, subject to Article 7(f) be entitled to vote and be counted in the quorum accordingly.
- e) A resolution in writing signed by all the Members for the time being shall be as valid and effectual as a resolution passed at a meeting of the Members duly convened and held and may consist of several documents in the like form signed by one or more of the Members.

- f) In the event that any Member shall have any personal interest, direct or indirect, in any proposed contract or arrangement of the Trust, the Member concerned shall have the obligation of declaring such interest to the other Members and the said Member shall take no part in any discussion of the Members relating to any aspect of such contract or arrangement before entering into it and furthermore shall take no part in any voting that may take place in connection with it, and in the event that any Member shall become personally interested, directly or indirectly, in any existing contract or arrangement of the Trust the Member concerned shall have the obligation of declaring such interest at the next meeting of the Members attended by him provided that:
- i. If the personal interest of any Member is of a remote or insignificant nature such interest may remain undeclared and disregarded or, if declared, may be disregarded at the discretion of the Members;
 - ii. No Member shall be remunerated for performing any service duty or obligation to the Trust in the capacity only of Member;
 - iii. No contract or arrangement entered into by the Members in good faith shall be rendered void or voidable purely on the grounds that any Member may have neglected to observe fully the above provisions; and
 - iv. A Member unable to vote by virtue of the above sub-clauses shall still be taken into account for the purposes of the quorum.

8. INDEMNITIES

- a) Members shall be indemnified by the Trust for any expenses properly incurred by them as a result of acting as the representatives of the Trust.
- b) No Member shall be liable to make good any deficit on any Trust Property arising for any reason whatsoever save where there is wilful and individual fraud or wrong doing on the part of the Member whom it is sought to make liable.
- c) In the performance of their functions and duties hereunder no Member shall be liable for any loss to the Trust when acting in good faith arising:
 - i. In consequence of the failure, depreciation or loss of any investment or investments made in good faith by reason of any mistake or omission made in good faith; or

- ii. By reason of any investment made in good faith or for the negligence or fraud of any agent employed by the Trust or any other Member although the employment of such agent was not strictly necessary or expedient; or
 - iii. By reason of any mistake or omission made by any Member or by reason of any other matter or thing.
- d) For the purposes of this clause only, Members shall include any employee or servants of the Trust who are not Members.

9. DISSOLUTION

In the event that the Objects of the Trust can no longer be fulfilled in whole or in part or if the Members in their absolute discretion decide that it is expedient to discontinue the Trust then subject always to the provisions of the Law, the Trust may be dissolved by resolution of no less than five Members of those present and at a meeting of the Trust specially convened for that purpose, provided no resolution to dissolve the Trust shall be considered unless notice in writing setting out the terms of the resolution and stating the place and time such meeting, shall have been sent to every Member and not less than fourteen clear days before the date of the meeting at which it is considered. In the event of the dissolution of the Trust as foresaid the assets of the Trust shall be applied, subject to the authority of the Royal Court of Jersey in accordance with Article 10 of the Law, to such charitable objects, preferably being objects similar to the Objects of the Trust, as the said resolution shall provide.

10. AMENDMENTS TO CONSITUTION

These Rules may be altered, augmented or amended by resolution passed by no less than five Members of those present and at a meeting specifically convened for such purposes, provided that:

- a) Notice in writing setting out the terms of the resolution and stating the place and time of the meeting shall be sent to every Member not less than fourteen days before the date of the meeting at which it is to be considered; and
- b) No such alteration shall be affective until approved by the Royal Court of Jersey.

11. REPRESENTATION

The Chairman, Deputy Chairman or Treasurer of the Trust duly authorised by a resolution of the Trust shall represent the Trust in all legal and judicial transactions and before the Royal Court of Jersey and before all Courts and Tribunals whatsoever.

12. SEAL

The Trust may authenticate its acts by use of a Common Seal. The Common Seal shall be affixed to any document in the presence of any two Members duly authorised in each and every instance by a resolution of the Trust which two Members shall attest the affixing of the Common Seal.