

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

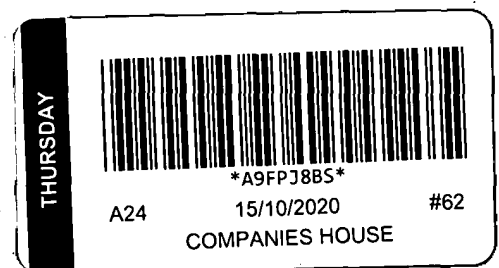
REGEN SW

(Registration Number 4554636)

(adopted by Special Resolution passed on 9th September 2020)

Michelmores 

**Woodwater House
Pynes Hill
Exeter EX2 5WR
DX 135608 EXETER 16
Tel: 01392 688688
Fax: 01392 360563**



Companies Act 2006

Company Limited by Guarantee

ARTICLES OF ASSOCIATION OF

REGEN SW

1. OBJECTS

In relation to renewable energy, energy efficiency and the low carbon economy in the South West of England and the rest of the United Kingdom the Objects of the Company are:

- 1.1 to promote the right market and policy conditions to encourage, achieve and maintain relevant targets;
- 1.2 to advance education and awareness in order to facilitate mainstream development in policy and practice;
- 1.3 to promote the development and growth of relevant businesses;
- 1.4 to undertake trading and commercial activities;
- 1.5 to promote energy demand reduction initiatives; and
- 1.6 to act as an independent voice on technology and policy in furtherance of the above Objects.

2. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects:

- 2.1 to provide advice or information;
- 2.2 to carry out research;
- 2.3 to co-operate with other bodies;
- 2.4 to support, administer or set up other companies;
- 2.5 to accept gifts and to raise funds;
- 2.6 to borrow money;
- 2.7 to give security for loans or other obligations;
- 2.8 to acquire or hire property of any kind;
- 2.9 to let or dispose of property of any kind;

- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.12 to delegate the management of investments to a financial expert, but only on terms that:
- (a) the investment policy is set down in writing for the financial expert by the Directors;
 - (b) timely reports of all transactions are provided to the Directors;
 - (c) the performance of the investments is reviewed regularly with the Directors;
 - (d) the Directors are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
 - (g) the Financial Expert must not do anything outside the powers of the Company;
- 2.13 to arrange for investments or other property of the Company to be held in the name of a Nominee Company acting under the direction of the Directors or controlled by a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and to pay any reasonable fee required;
- 2.15 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 2.16 subject to Article 6.2, to employ paid or unpaid agents, staff or advisers;
- 2.17 to enter into contracts to provide services to or on behalf of other bodies;
- 2.18 to establish or acquire subsidiary companies; and
- 2.19 to do anything else within the law which promotes or helps to promote the Objects.

3. THE DIRECTORS

- 3.1 The Directors have control of the Company and its property and funds.
- 3.2 The Directors when complete consist of at least five and not more than ten persons who being individuals are over the age of 18, all of whom must support the Objects. If any Director is a corporate body it must act through a named representative whose contact details are notified to the Directors and there must be at least one individual

Director who shall be a senior executive employee of the Company. A majority of the Board shall be non-executive Directors.

- 3.3 A Director may not act as a Director unless he/she has signed a written declaration of willingness to act as a director of the Company. A Director may also be (but need not be) a Member.
- 3.4 One third (or the number nearest one third) of the Directors must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots, save that any Directors who are also senior executive employees of the Company shall not be required to retire by rotation.
- 3.5 A retiring Director who is eligible under Articles 3.2 and 3.3 may be reappointed.
- 3.6 A Director's term of office as such automatically terminates if he/she:
 - (a) ceases to be a director by virtue of any provision of the Companies Act or is otherwise disqualified from acting as a director;
 - (b) is incapable, whether mentally or physically, of managing his/her own affairs;
 - (c) is absent without notice from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign; or
 - (d) resigns by written notice to the Directors (but only if at least two Directors will remain in office).
- 3.7 The Directors may at any time co-opt any individual who is eligible under Article 3.3 as a Director to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Director, but a co-opted Director holds office only for one year or until the next AGM (if earlier).
- 3.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

4. DIRECTORS' PROCEEDINGS

- 4.1 The Directors must hold at least four meetings each year.
- 4.2 A quorum at a meeting of the Directors is two Directors or such greater number as may be fixed by the Directors. A person who holds office only as an alternate director shall, if his appointer is not present be counted in the quorum.
- 4.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a Resolution in Writing agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

- 4.6 Every Director has one vote on each issue but, in case of equality of votes, the Chairman of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5. DIRECTORS' POWERS

The Directors have the following powers in the administration of the Company in their capacity as Directors:

- 5.1 to appoint (and remove) any person who has consented so to act (who may be a Director) to act as Secretary in accordance with the Companies Act;
- 5.2 to appoint a Chairman, a Treasurer and other honorary officers from among their number;
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors;
- 5.4 to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings;
- 5.5 to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 5.6 to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Company and the use of its seal (if any);
- 5.7 to establish procedures to assist the resolution of disputes or differences within the Company; and
- 5.8 to exercise in their capacity as Directors any powers of the Company which are not reserved to the Members.

6. BENEFITS AND CONFLICTS

- 6.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but:

- (a) Members who are not Directors or Connected Persons may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied; and,

subject to compliance with Article 6.5:

- (b) Members, Directors and Connected Persons may be paid interest at a reasonable rate on money lent to the Company;
- (c) Members, Directors and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Company; and

- (d) Individual Members, Directors and Connected Persons may receive benefits from the Company on the same terms as such benefits are provided to any other members of the public.
- 6.2 A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:
- (a) as mentioned in Articles 6.1, 6.3 or 6.4;
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
 - (c) the benefit of Indemnity Insurance;
 - (d) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings); or
 - (e) in exceptional cases, other payments or benefits (but only, where required by the Companies Act, the approval or affirmation of the Members).
- 6.3 A Director or Connected Person may be employed by the Company provided that:
- (a) the nature and level of the remuneration for such employment is no more than is reasonable and is set in accordance with the procedure in Article 6.5; and
 - (b) no more than half of the Directors are subject to such a contract in any Financial Year.
- 6.4 Any Director or Connected Person may enter into a written contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if:
- (a) the goods or services are actually required by the Company, and the Directors decide that it is in the best interests of the Company to enter into such a contract;
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.5.
- 6.5 Subject to Clause 6.6, any Director who becomes a Conflicted Director in relation to any matter must:
- (a) declare the nature and extent of his or her interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item after providing any information requested by the Directors;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter.
- 6.6 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are

satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
- (b) disclose to a third party information confidential to the Company;
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or Material Benefit from the Company; or
- (d) refrain from taking any step required to remove the conflict.

7. RECORDS AND ACCOUNTS

7.1 The Directors must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

7.2 The Directors must also keep records of:

- (a) all proceedings at meetings of the Directors;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

7.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

7.4 A copy of the Company's Constitution and latest available statement of account must be supplied on request to any Director and Member.

8. MEMBERSHIP

8.1 The Company must maintain a register of Members.

8.2 Membership of the Company shall be divided between two classes of Special Membership and Ordinary Membership, such classes having the respective rights and being subject to the respective restrictions set out in these Articles.

- 8.3 The Special Membership may only be registered in the name of the Trustees for the time being of a Trust Deed ("**Regen SW Trust Deed**") dated [*date of AGM*] as the same is varied, amended or supplemented from time to time.
- 8.4 The Special Member shall be entitled to receive notice or attend all general meetings and meeting of the holders of other class of shares in the Company.
- 8.5 Special Membership shall confer the right to demand a poll in the circumstances set out below. On a poll the Special Member shall have the right to exercise a number of votes equal to the aggregate of all other votes cast and one additional vote.
- 8.6 The rights attaching to Special Membership may only be varied with the consent in writing of the Special Member. The rights attaching to Special Membership shall be deemed to be varied:-
- (a) by any amendment to the provisions of these Articles of Association which relate to Special Membership (including articles 8.2 to 8.7 inclusive)
 - (b) by any amendment to articles 6.1 or 13; or
 - (c) by the calling of a meeting of the Company for the purposes of considering a resolution for the winding up of the Company;
 - (d) by any disposal which, alone or when aggregated with any other disposal or disposals forming part of, or connected with, the same or a connected transaction, constitutes a disposal of the whole or a material part of the assets of the Company and its subsidiaries outside the ordinary course of business;
- 8.7 The right attaching to Special Membership to demand a poll shall only be exercised in the event of a resolution which, if adopted, would have the direct or indirect effect of:-
- (a) causing any of the matters set out at article 8.6 above to be effected; or
 - (b) materially changing the strategic direction of the Company or its ability to fulfil the Objects set out at Article 1 above.
- 8.8 Ordinary Membership is open to any organisation or business, whether incorporated or not, which is interested in furthering the Objects and:
- (a) applies to the Company in the form required by the Directors;
 - (b) is approved and admitted to membership by the Directors. In considering an application for membership, the Directors are not required to give reasons for their decision;
 - (c) pays the annual subscription or membership fee; and
 - (d) signs (acting by its authorised representative where necessary) the register of members or otherwise consents in writing to become a member in the form required by the Directors.
- 8.9 The form and the procedure for applying for Ordinary Membership is to be prescribed by the Directors.

- 8.10 When an organisation other than a company becomes a Member it must give a copy of its constitution or governing document to the Company, if asked to do so.
- 8.11 Each corporate Member organisation has the right to appoint one representative. At any time by giving notice in writing to the Company the Member Organisation can cancel the appointment of its representative and appoint another instead. The Member Organisation must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.
- 8.12 An unincorporated Member must approve an individual as its representative and the name of the individual, the name of the unincorporated Member organisation and the fact that the individual is its representative shall be entered in the register of members. Subject to the Directors' right to decline to accept any person as a member, the unincorporated Member Organisation shall be entitled to replace the person who is its representative with another person by giving notice to the Company and without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.
- 8.13 Ordinary Membership is not transferable, and no member of the Company is entitled to any refund of subscription or membership fees on ceasing to be a member for any reason. Any person who ceases whether by-resignation or otherwise howsoever to be a member shall nevertheless remain liable to pay all sums due by him to the Company at the date of such cesser and neither he nor his personal representatives shall have any claim or interest in the funds or property of the Company.
- 8.14 The Directors may recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.
- 8.15 Membership does not entitle a Member to receive dividends or otherwise share in a distribution of the profits or assets of the Company.

9. GENERAL MEETINGS

- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Company before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a Special Resolution is to be proposed) at least 28 clear days' written notice setting out the terms of the proposed Special Resolution.
- 9.3 There is a quorum at a general meeting if the Special Member and one Ordinary Member are present in person or by proxy.
- 9.4 At any general meeting a resolution put to the vote of the meeting shall be decided by a vote on a show of hands, unless a poll shall be demanded before or after a proposed or actual vote on a show of hands by the Chairman of the voting or the Special Member. Subject to article 8.5 each Member of the classes of Membership shall have one vote. The chairman of the meeting shall not be entitled to a second or casting vote.

- 9.5 The Chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 9.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary Resolution or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the Written Resolution may be set out in more than one document.
- 9.8 The Company may (but need not) hold an AGM in any year.
- 9.9 Members must annually:
- (a) receive the accounts of the Company for the previous Financial Year;
 - (b) receive a written report on the Company's activities;
 - (c) be informed of the retirement of those Directors who wish to retire or who are retiring by rotation;
 - (d) elect Directors to fill the vacancies arising; and
 - (e) appoint reporting accountants or auditors for the Company.
- 9.10 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 9.11 A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from one or more Directors (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. LIMITED LIABILITY

The liability of the Members is limited.

11. GUARANTEE

Every Member promises, if the Company is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £10 towards:

- 11.1 payment of those debts and liabilities of the Company incurred before he/she ceased to be a Member;
- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. COMMUNICATIONS

12.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post;
- (c) by suitable electronic means; or
- (d) on the Company's website.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic means, posted on the Company's website or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

13. DISSOLUTION

13.1 If the Company is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for purposes similar to the Objects; OR
- (b) directly for the Objects or for purposes which are within or similar to the Objects.

14. INTERPRETATION

14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Company.

14.2 In these Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Company;

'Articles' means the Company's Articles of Association and 'Article' refers to a particular Article;

'Chairman' means the chairman of the Directors;

'Company' means the company governed by the Articles;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'Companies Act' means the Companies Act 2006;

'Conflicted Director' means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for Indemnity Insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

'Connected Person' means, in relation to a Director, a person with whom the Director shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any Material Benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights;

'Constitution' means the Memorandum and the Articles and any Special Resolutions relating to them;

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'Director' means a director of the Company and 'Directors' means the Directors but where a Director is a corporate body 'Director' includes where appropriate the named representative of the Director;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'Financial Expert' means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'Financial Year' means the Company's financial year;

'Firm' includes a limited liability partnership;

'Indemnity Insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of duty;

'Material Benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Ordinary Member' refers to a member of the Company with Ordinary Membership;

'Ordinary Membership' refer to membership of the Company under article 8.8;

'Memorandum' means the Company's Memorandum of Association;

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'Objects' means the Objects of the Company as defined in Article 1;

'Ordinary Resolution' means a resolution agreed by a simple majority of the Members present and voting in person or by proxy at a general meeting or in the case of a Written Resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'Resolution in Writing' means a written resolution of the Directors;

'Secretary' means a company secretary;

'Special Member' refers to the member of the Company with Special Membership;

'Special Membership' refers to membership of the Company under article 8.3;

'Special Resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a Written Resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'written' or **'in writing'** refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'Written Resolution' refers to an Ordinary Resolution or a Special Resolution which is in writing;

'year' means calendar year.

- 14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 14.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 14.5 A reference to a **person** shall include any company, corporation or other body corporate, wherever and however incorporated or established.