

Company Number 4844678

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

WRITTEN RESOLUTION

OF

ENERGY RETAIL ASSOCIATION LIMITED (the "Company")

PROPOSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ACCORDANCE WITH  
SECTION 291 OF THE COMPANIES ACT 2006

SPECIAL RESOLUTION

THAT with immediate effect

- (A) the Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006, are to be treated as provisions of the Company's Articles of Association, and
- (B) the regulations contained in the document attached to this written resolution and marked "A" for the purpose of identification be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association thereof

By order of the board



Secretary

16 December 2011

Date

WEDNESDAY



A13 \*A00NBNNM\* 21/12/2011 #129  
COMPANIES HOUSE

**INFORMATION REQUIRED TO COMPLY WITH SECTION 291(4) OF THE COMPANIES ACT 2006**

- 1 Eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the written resolution
- 2 The circulation date of the written resolution is 16 November 2011 (the "Circulation Date")
- 3 The procedure for signifying agreement by eligible members to a written resolution is as follows
  - (A) A member signifies his agreement to the proposed written resolution when the Company receives from him (or someone acting on his behalf) an authenticated document –
    - (i) identifying the resolution to which it relates, and
    - (ii) indicating his agreement to the resolution
  - (B) The document must be sent to the Company in hard copy form or in electronic form
  - (C) A member's agreement to the written resolution, once signified, may not be revoked
  - (D) The written resolution is passed when the required majority of eligible members have signified their agreement to it
- 4 The period for agreeing to the written resolution is the period of 28 days beginning with the Circulation Date (see Section 297 Companies Act 2006)

**AGREEMENT BY ELIGIBLE MEMBERS TO WRITTEN RESOLUTION**

We, being together the eligible members of the Company

- 1 confirm that we have received a copy of the above written resolution in accordance with section 291 of the Companies Act 2006, and
- 2 hereby resolve and agree that the above resolution is passed as a written resolution pursuant to Section 288 of the Companies Act 2006 and that such resolution shall take effect as a special resolution.



FOR AND ON BEHALF OF

For and on behalf of  
British Gas Trading Limited

Date 30 November 2011

For and on behalf of  
Scottish Power Energy Retail Limited

Date

For and on behalf of  
EDF Energy Plc

Date . . . . .

For and on behalf of  
SSE Energy Supply Limited

Date . . . . .

For and on behalf of  
E.ON Energy Solutions Limited

Date . . . . .

For and on behalf of  
Npower Limited

Date . . . . .



For and on behalf of  
British Gas Trading Limited

For and on behalf of  
Scottish Power Energy Retail Limited

Date

Date 30 November 2011.

For and on behalf of  
EDF Energy Plc

For and on behalf of  
SSE Energy Supply Limited

Date

Date

For and on behalf of  
E.ON Energy Solutions Limited

For and on behalf of  
Npower Limited

Date

Date

For and on behalf of  
British Gas Trading Limited

Date . . . . .

For and on behalf of  
Scottish Power Energy Retail Limited

Date . . . . .

For and on behalf of  
EDF Energy Plc

Date . . . . .

For and on behalf of  
SSE Energy Supply Limited

Date



For and on behalf of  
E.ON Energy Solutions Limited

Date . . . . .

For and on behalf of  
Npower Limited

Date 22/11/11

For and on behalf of  
British Gas Trading Limited

Date .

For and on behalf of  
Scottish Power Energy Retail Limited

Date



For and on behalf of  
EDF Energy Plc

Date

For and on behalf of  
SSE Energy Supply Limited

Date. 18/11/11

For and on behalf of  
E.ON Energy Solutions Limited

Date . . . . .

For and on behalf of  
Npower Limited

Date. . . . .

For and on behalf of  
British Gas Trading Limited

Date . . .



For and on behalf of  
EDF Energy Plc

Date 25/11/11

For and on behalf of  
Scottish Power Energy Retail Limited

Date . . .

For and on behalf of  
SSE Energy Supply Limited

Date . . .

For and on behalf of  
E.ON Energy Solutions Limited

Date . . .

For and on behalf of  
Npower Limited

Date . . . . .

For and on behalf of  
British Gas Trading Limited

Date

For and on behalf of  
Scottish Power Energy Retail Limited

Date

For and on behalf of  
EDF Energy Plc

Date.

For and on behalf of  
SSE Energy Supply Limited

Date



For and on behalf of  
E.ON Energy Solutions Limited

Date 28/11/11

For and on behalf of  
Npower Limited

Date

**THE COMPANIES ACT 1985 TO 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ENERGY RETAIL ASSOCIATION LIMITED**  
**(Company Number 4844678)**

*(Adopted by Special Resolution Passed on 30 November 2011)*

**1. PRELIMINARY**

The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company

**2 OPERATIVE CLAUSES**

In these Articles the following expressions have the following meanings unless inconsistent with the context

<b>"Act"</b>	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
<b>"Alternate Director"</b>	an alternate director appointed pursuant to Article 11,
<b>"Annual Budget"</b>	the budget and financial forecasts for the Company as agreed by the Board and the members from time to time,
<b>"Annual Membership Fee"</b>	the annual membership fee as agreed by the Board and the members from time to time,
<b>"Board"</b>	the board of directors of the Company,
<b>"Board Rules"</b>	any additional rules of the Company adopted pursuant to Article 8,
<b>"business day"</b>	any day (other than Saturday or Sunday or a bank or public holiday in England),

<b>"Chairman"</b>	the chairman of the Board appointed pursuant to Article 13 9,
<b>"clear days"</b>	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,
<b>"directors"</b>	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company,
<b>"executed"</b>	includes any mode of execution,
<b>"Group"</b>	a member company and any of its subsidiaries (as defined in Section 1159 of the Act) and "Group company" shall be any of those companies,
<b>"members"</b>	the members of the Company from time to time admitted pursuant to these Articles,
<b>"office"</b>	the registered office of the Company,
<b>"secretary"</b>	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,
<b>"Qualifying Criteria"</b>	to qualify to become and to remain a member of the Company, a company or other legal entity must hold a valid and current licence or other authorisation under the Gas Act 1986 and/or the Electricity Act 1989 or any other relevant legislation or authority, to supply either gas or electricity to domestic customers within the United Kingdom and also have at all times not less than) 100,000 (or such other number as the Board shall by simple majority decide from time to time) domestic customers in the United Kingdom who have registered with them for their supply of either gas or electricity,
<b>"Qualifying Position"</b>	the criteria for a person to become a director or an Alternate Director of the Company in accordance with Article 10 1,
<b>"these Articles"</b>	these Articles of Association,

**"the Company"**

The Energy Retail Association Limited,

**"United Kingdom"**

England, Scotland, Wales and Northern Ireland

- 2 1 Any reference in these Articles to a person, company, body or organisation is intended to be a reference to that body only and not (save where specifically provided in these Articles or by any law) to any successor body unless the members by special resolution, agree to the same
- 2 2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. References to the masculine or feminine shall include reference to the other gender and the neuter
- 2 3 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time whether before or after the date of adoption of these Articles

### **3. MEMBERS**

- 3 1 Any company or other body, wheresoever situated may apply to become a member of the Company if (and only if) they satisfy the Qualifying Criteria. Any such application shall be made in writing and sent to the Board using an application form in such format as the Board may prescribe from time to time (including an agreement to adhere to any Board Rules, code of members' conduct, or other members' agreement that the Board may determine)
- 3 2 Any application for membership received in accordance with Article 3 1 shall be considered at the next Board meeting (unless such application is received within 14 days of the next Board meeting when it shall, unless all the Board agrees otherwise, be considered at the then following Board meeting)
- 3 3 After due consideration of the application (and in any event within 28 days of the Board meeting at which the application is considered) the Board must either -
- (A) raise such further queries with the applicant as it may deem appropriate, including but not limited to seeking further evidence of satisfaction of the Qualifying Criteria,
  - (B) confirm its acceptance of the application (subject to receipt of any appropriate membership fee if not already paid), or
  - (C) confirm its rejection of such application in which case it shall give a written explanation for such rejection
- 3 4 Any acceptance of an application for membership must be decided by not less than 75% (rounded down) of the Board members and each Board member must not act

unreasonably in coming to its decision and the Board must not unreasonably delay communicating its decision to the applicant

- 3 5 Any company or other body whose application for membership is accepted must pay a first membership fee equal to the most recent annual membership fee paid by the existing members, or such lower sum as the Board may by simple majority agree. Such first membership fee is to be paid within 28 days of the Board communicating its acceptance of the new member's application.
- 3 6 Within 28 days of agreement of the Annual Budget each member must pay to the Company the Annual Membership Fee.
- 3 7 A member of the Company shall cease to be a member in the event of the member ceasing to satisfy the Qualifying Criteria, or in the event of
  - (A) such member's retirement or resignation as a member, by giving written notice to the Board, or
  - (B) such member's winding up or, being an unincorporated association, its dissolution,
  - (C) such member's Annual Membership Fee (or first membership fee) being more than 28 days overdue, or
  - (D) 75% or more of the members (rounded down and excluding the member in question) resolving that such member be removed in the best interest of the Company.
- 3 8 There shall be no minimum or maximum number of members.
- 3 9 Membership shall not be transferable other than intra Group, and then only with the Board's consent.
- 3 10 Annual Membership Fees are not refundable in whole or in part if membership ceases part way through a year.
- 3 11 Forthwith following any member ceasing to be a member they shall procure that any director nominated by them shall immediately resign.
- 3 12 Companies who are part of the same Group may only have one member of the Company among all Group companies notwithstanding that one or more Group company may satisfy the Qualifying Criteria. The qualifications of all Group members shall be aggregated in assessing whether or not an individual applicant for membership satisfies the Qualifying Criteria.

#### **4. GENERAL MEETINGS**

- 4 1 The Board may in each year, but shall not be obliged to, convene a general meeting as its annual general meeting in addition to any other meetings in that year, and shall

specify the meeting as such in the notice calling it. The annual general meeting shall be held at such time and place as the directors shall appoint. All other general meetings shall be called general meetings and the Board may convene general meetings.

- 4.2 If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum, any director or any two members of the Company may convene a general meeting or annual general meeting in the same manner as nearly as possible as that in which such meetings may be convened by the directors.
- 4.3 Pursuant to the provisions of Section 303 of the Act, one twentieth of the members of the Company may requisition the Board to call a general meeting.

## **5. NOTICE OF GENERAL MEETINGS**

- 5.1 An annual general meeting and a general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other general meetings shall ordinarily be called by at least fourteen clear days' notice but may be called by shorter notice if it is so agreed in accordance with section 307 of the Act. The notice shall specify the time and place of the meeting and, only in the case of special business (see Article 5.2 below), the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 5.2 All business transacted at a general meeting, which is not an annual general meeting, shall be deemed special, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors and the appointment of and the fixing of the remuneration of the auditors.
- 5.3 Notwithstanding that the Company does not have a share capital every notice convening a general meeting shall comply with the provisions of section 324(1) of the Act as to giving information to members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to all members and directors and to the auditors for the time being of the Company.
- 5.4 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **6. PROCEEDINGS AT GENERAL MEETINGS**

- 6.1 Subject to Articles 6.2 and 6.3, no business shall be transacted at any general meeting unless a quorum is present. A quorum shall be half in number of all members from time to time (rounded up in the case of a fraction) present in person or by proxy or by duly authorised representative (where appropriate).
- 6.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the

directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed the member or members present in person or by proxy or by duly authorised representative (where appropriate) entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place

- 6 3 The Chairman of the directors appointed pursuant to Article 13 shall preside as chairman at every general meeting of the Company. If the Chairman is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act, or unable to attend, or if there is no such Chairman, the directors present shall elect one of their number to be chairman of the meeting. If no director is willing to act as chairman or if no director is present within 15 minutes after the time appointed for holding the general meeting, the members present shall choose one of their number to be chairman of the meeting.
- 6 4 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 6 5 The chairman may, with the consent of any 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 any adjourned meeting other than the business which could properly have been transacted at the meeting had the adjournment not taken place.
- 6 6 At any general meeting, a resolution put to the vote of the 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 Act, a poll may be demanded by any member or the chairman.
- 6 7 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6 8 In the case of an equality of votes, whether on a show of hands or on a poll the chairman of the meeting shall not be entitled to a casting vote.
- 6 9 Any member (including a proxy) may participate in a meeting of the members by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. 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 chairman of the meeting then is.

## **7 VOTES OF MEMBERS**

- 7.1 On a show of hands every member (being an individual) present in person or by proxy (not being himself a member entitled to vote) or (not being an individual) present by a duly authorised representative or proxy (not being himself a member entitled to vote) shall have one vote and on a poll every member present in person or by proxy or by a duly authorised representative (as the case may be) shall have one vote
- 7.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form which the directors may approve from time to time

## **8 COMPLIANCE WITH BOARD RULES**

Subject to the provisions of these Articles, the Board may from time to time adopt (and amend or replace) such rules and protocols as they deem necessary or expedient or convenient for the proper conduct and management of the Company

## **9. NUMBER OF DIRECTORS**

Unless and until otherwise unanimously agreed by the Board there shall be no minimum or maximum number of directors

## **10. APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 10.1 Subject to Article 10.3, each member of the Company may nominate one person to be a director of the Company and they may each remove and replace their nominated persons at any time and (for the avoidance of doubt) if their nominated person resigns or is otherwise removed they may similarly replace them. The person that is nominated by a member to be a director of the Company shall be a senior executive of the member and a member of the senior management team of the member's retail business (such position being the "Qualifying Position"). Any director who is appointed by a member and who ceases to hold a Qualifying Position shall be deemed to have immediately resigned as a director of the Company (and of any Group company) upon such cessation and the relevant member shall consider its replacement as soon as reasonably practicable thereafter. In all cases such nomination, removal or replacement by the member shall be notified to the secretary of the Company in writing and then endorsed by the Board at its next meeting
- 10.2 Subject to Article 10.3, the members may by a resolution of no fewer than 50 per cent by number voting in favour of such resolution appoint any other person or persons who are willing to act to be a director either to fill a vacancy or as an additional director including the appointment of a director
- 10.3 Each new director must complete such agreement to adhere to any Board Rules, code of conduct or members' agreement as the Board may determine appropriate
- 10.4 The directors shall receive no remuneration nor may they recover costs and expenses incurred on Company business unless in exceptional circumstances and then in accordance with any policy approved by a unanimous decision of the Board

## **11. ALTERNATE DIRECTORS**

- 11 1 Subject to the provisions of these Articles, each director may appoint any person to be his Alternate Director. The Alternate Director may not represent more than one of the directors of the Company. The Alternate Director must either satisfy the Qualifying Position criteria in accordance with Article 10 1 or, if the Alternate Director does not occupy a Qualifying Position, the appointment, unless previously approved by an ordinary resolution of the Board, shall have effect only upon and subject to its being so approved by an ordinary resolution of the Board. Any appointment of an Alternate Director shall be effected by notice in writing signed by the appointor and delivered to or received at the registered office of the Company or tendered at a meeting of the Board, or in any other manner approved by the Board.
- 11 2 An Alternate Director shall be entitled to receive notice of all meetings of the Board or of Committees of which his appointor is a member. He shall also be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and at such meeting to exercise and discharge all the functions, powers, rights and duties of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director.
- 11 3 Every person acting as an Alternate Director shall be subject in all respects to the provisions of these Articles relating to directors and shall during his appointment be an officer of the Company. Each new Alternate Director must complete such agreement to adhere to any Board Rules, code of conduct or members' agreement as the Board may determine appropriate. An Alternate Director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the director appointing him. An Alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a director. The Alternate Directors shall receive no remuneration nor may they recover costs and expenses incurred on Company business unless in exceptional circumstances and then in accordance with any policy approved by a unanimous decision of the Board.
- 11 4 Every person acting as an Alternate Director shall have one vote for the director for whom he acts as Alternate Director. Signature by an Alternate Director of any resolution in writing of the Board or a Committee shall, unless the notice of his appointment provides to the contrary, be as effective as signature by his appointor.

## **12. DISQUALIFICATION AND REMOVAL OF DIRECTORS AND ALTERNATE DIRECTORS**

### **12 1 Directors and Alternate Directors**

The office of a director or an Alternate Director shall (unless all of the directors agree otherwise) be immediately vacated if

- (A) he dies or he ceases to be a director or an Alternate Director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director or an Alternate Director, or

- (B) where, in the case of a director, such director is nominated by a member and that member ceases to be a member of the Company, or
- (C) where, in the case of an Alternate Director, the appointor of such Alternate Director has revoked that appointment,
- (D) he is, or may be, suffering from a mental disorder and either
  - (i) a medical practitioner provides the Company with a written opinion stating that the person is incapable of acting as a director or Alternate Director and may remain so for more than three months, or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder preventing him from personally exercising any powers or rights which that person would otherwise have, or
- (E) he becomes bankrupt, or
- (F) he resigns his office by notice to the Company
- (G) the members determine by a majority of not less than 50% of such members, that such director or Alternate Director shall vacate his office, or
- (H) a director, or Alternate Director, is appointed for a fixed term, at the end of that fixed term, or
- (I) he is a director and ceases to occupy a Qualifying Position, in accordance with Article 10 1

## 12 2 **Alternate Directors**

The appointor of an Alternate Director may at his discretion remove the Alternate Director so appointed by him. Any removal of an Alternate Director shall be effected by notice in writing signed by the appointor and delivered to or received at the registered office of the Company or tendered at a meeting of the Board, or in any other manner approved by the Board. An Alternate Director shall automatically cease to be an Alternate Director if his appointor ceases for any reason to be a director of the Company.

## 13 **PROCEEDINGS OF THE DIRECTORS**

- 13 1 Subject to the provisions of these Articles, the Board may meet together for the despatch of business, adjourn and regulate their meetings as they think fit. Any two directors may, and the secretary at the request of any two directors shall, call a special meeting of the directors in accordance with Article 13 5. A minimum of four board meetings shall be held each year, with not more than four months between each meeting (unless all the directors agree otherwise). Subject to any agreement to the

contrary by all the members, questions arising at any meeting shall be decided by a majority of votes and each director shall have one vote

- 13 2 Unless agreed otherwise by all the members, in the case of ordinary Board business all decisions shall be by simple majority. In the case of deadlock over such ordinary business the Chairman shall call a poll of those present. If the matter remains deadlocked the Chairman shall not be entitled to exercise a second casting vote to resolve the matter.
- 13 3 Subject to Article 13 4 no business shall be transacted at any Board meeting unless a quorum is present. A quorum shall be half of the Board members from time to time (rounded up in the case of a fraction) present in person or by Alternate Director. 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, they may act only for the purpose of filling vacancies, or of calling a general meeting.
- 13 4 If a quorum is not present within half an hour from the time appointed for a Board meeting the Board meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned Board meeting a quorum is not present within half an hour from the time appointed the director or directors present in person or by Alternate Director or by duly authorised representative shall constitute a quorum, provided the quorum is a minimum of two, and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
- 13 5 Unless all the directors agree otherwise, meetings of the Board of directors and any committee or sub-committee thereof shall be summoned by not less than ten business days' notice served on the directors and in the case of any committee or subcommittee meetings, on the members of such committee or sub-committee. Any such notice must either include an agenda of the matters to be discussed at any such meeting or one shall be circulated at least 5 business days before the meeting and, unless all the directors present at the relevant meeting so decide, no matter may be discussed or voted on which is not included in any such agenda. A director who is absent from the United Kingdom shall still be entitled to be sent notice of a meeting (and an agenda) to his usual United Kingdom address for such notices.
- 13 6 Any director (including any permitted Alternate Director) may participate in a Board meeting or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. 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 chairman of the meeting then is.

- 13 7 A written resolution or memorandum signed by all members of the Board or of a committee or subcommittee shall have equal effect to any decision made at a properly convened meeting, and such resolution shall be deemed made on the date of the last signature. The written resolution or memorandum may be signed in more than one part.
- 13 8 The directors shall abide by such code of conduct or conflicts (or similar) policy or protocol as may be adopted by the Board (with the prior consent of all the members, from time to time).

#### **Appointment of Chairman**

- 13 9 The Chairman shall remain in office for the period described in this Article after which he shall resign and be eligible (if willing to act) to be re-elected to the position (subject to the last sentence of this Article 13 9). The Board shall appoint such of their number as they deem fit to be the Chairman by simple majority decision (and, subject to the last sentence of this Article 13 9, they shall consider, without obligation, any previous Chairman who has indicated a willingness to be re-appointed as Chairman). Upon acceptance such selected person shall (if willing to act) become the "Chairman" and shall remain in office for a period not exceeding 12 months from the date of acceptance. The Chairman shall resign at a Board meeting or annual general meeting within the 12 month period and, unless the Board agree by unanimous decision, no person is eligible to be re-elected as Chairman if he was the most recent Chairman.

#### **Miscellaneous**

- 13 10 The Board shall procure the circulation to each member (at least every three months) of details of the Company's financial status and summary details of significant projects, in each case in such reasonable format as the Board may require. The Board shall also procure the circulation to each member of a copy of all minutes of all members' and all directors' meetings within 10 business days of each meeting.

#### **14. POWERS AND OPERATION OF THE BOARD**

- 14 1 Subject to the provisions of the Act, any Board Rules and these Articles, the business of the Company shall be managed by the directors who (unless agreed otherwise) may exercise all the powers of the Company.
- 14 2 In addition the Board may delegate any of its powers to committees or sub-committees consisting of such director or directors as the Board thinks fit. Any committee or sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of such committee or sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. The Board and any committee or sub-committee may instruct the Company's employed secretariat to administer and deliver upon its policy decisions.

**15 SECRETARY**

Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, and with such remuneration/honorarium and upon such conditions as they think fit, and any secretary so appointed may be removed by them, provided always that no director may hold office as secretary where such office is remunerated

**16. THE SEAL**

The Company shall not (and shall procure that any subsidiaries shall not) use or adopt a seal Any documents requiring execution as a deed may only be executed by any two directors

**17. MINUTES**

The directors shall cause minutes to be written in books kept for the purposes of

- (A) recording the names and addresses of all the members directors and the secretary,
- (B) recording all appointments to executive offices made by the directors,
- (C) recording directors' declared interests, and
- (D) recording all proceedings at meetings of the Company and of the directors and of any committees constituted pursuant to Article 14 including the names of directors and members present at each such meeting

**18. NOTICES**

18 1 Any notice to be given to or by any person pursuant to these Articles shall be in writing

18 2 The Company or Board may give notice to a member or director either personally or by sending it by first class post in a pre paid envelope addressed to the member or director at his or its registered address or by leaving it at that address or (if it or he has no registered address in the United Kingdom) to or at that address, if any, within the United Kingdom supplied by it or him to the Company or Board for the giving of notices to it or him, but otherwise no such member or director shall be entitled to receive any notice from the Company

18 3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted

**19. WINDING UP**

19 1 The liability of the members of the Company is limited Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the

Company's assets if it should be wound up while such person is a member or within one year after such person ceases to be a member, for payment of the Company's debts and liabilities contracted before such person ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

- 19 2 The Company and its subsidiaries shall be wound up voluntarily only at such time as 75% of the members (rounded up) agree
- 19 3 If the Company and its subsidiaries are to be wound up, whether pursuant to the provisions of this Article 19 or otherwise then subject to the discharge of all liabilities of the Company and members of its Group or the retention of sufficient reserves to discharge the same and to pay the costs of winding up the Company and members of its Group the remaining assets of the Company and members of its Group that are available for lawful distribution to the members ("the Distributable Assets") shall be distributed equally among the members Where assets are not capable of division they shall be distributed jointly to all members, or otherwise as the members may unanimously determine

## **20. INDEMNITY**

- 20 1 Subject to the provisions of section 234 of the Act every director (including an Alternate Director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 1157 of the Act in which relief is granted to him by the court, and no director (including an Alternate Director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto
- 20 2 The directors shall have power to purchase and maintain for any director (including an Alternate Director), officer or auditor of the Company insurance against any such liability as is referred to in section 233 of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, (including as an Alternate Director) officer or auditor
- 20 3 The directors may authorise the directors of companies within the same Group as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an Alternate Director) other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in Article 20 1