

Company Number 06429580

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

ENERGY FOR TOMORROW (the "Company")

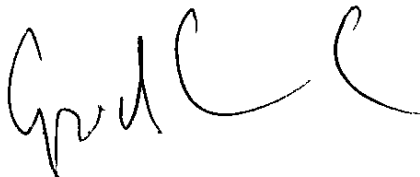
PROPOSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ACCORDANCE WITH
SECTION 291 OF THE COMPANIES ACT 2006

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



Director/Secretary

Date 13 June 2011

FRIDAY



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24/06/2011

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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 *20 June* 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 the eligible member 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
GB Gas Holdings Limited

Date *22/06/11*

Company No. 06429580

Energy for Tomorrow

ARTICLES OF ASSOCIATION

(Adopted by written resolution passed

On 22 June 2011)

Index to the Articles

Part 1	5
1 Exclusion of other regulations and defined terms	5
2 Liability of members	6
3 Objects	6
4 Application of assets on winding up	8
Part 2 Directors	9
Directors' Powers and Responsibilities	9
5 Directors' general authority	9
6 Members' reserve power and effect of altering the articles	9
7 Directors may delegate	9
8 Committees	10
Decision-Making by Directors	10
9 Directors to take decisions collectively	10
10 Unanimous decisions	10
11 Calling a directors' meeting	11
12 Participation in directors' meetings	11
13 Quorum for directors' meetings	12
14 Chairing of directors' meetings	12
15 Casting vote	12
16 Personal interests	12
17 Conflicts of interest requiring board authorisation	13
18 Directors may not vote when interested	14
19 Operation of bank accounts	14
20 Records of decisions to be kept	15

21	Directors' discretion to make further rules	15
22	Change of name	15
	Appointment of Directors	15
23	Methods of appointing directors	15
24	Termination of director's appointment	15
25	Directors' remuneration	16
26	Directors' expenses	16
	Alternate Directors	16
27	Appointment and removal of alternate directors	16
28	Rights and responsibilities of alternate directors	17
29	Termination of alternate directorship	17
	Part 3	18
	Members	18
30	Qualifications for membership	18
31	Application for membership	18
32	Membership subscription	18
33	Withdrawal from membership	18
34	Expulsion from membership	18
35	Termination/transfer	19
	Part 4	19
	Decision-Making by Members	19
	Organisation of General Meetings	19
36	Attendance and speaking at general meetings	19
37	Quorum for general meetings	19
38	Chairing general meetings	20

39	Attendance and speaking by directors and non-members	20
40	Adjournment	20
	Voting at General Meetings	21
41	Voting general	21
42	Errors and disputes	21
43	Poll votes	21
44	Content of proxy notices	22
45	Delivery of proxy notices	22
46	Amendments to resolutions	23
	Part 5 Administrative Arrangements	23
47	Means of communication to be used	23
48	When notice or other communication deemed to have been received	24
49	Company seals	24
50	No right to inspect accounts and other records	25
51	Provision for employees on cessation of business	25
	Directors' Indemnity	25
52	Indemnity	25
53	Insurance	26
54	Definitions	26

Part 1**Interpretation and Limitation of Liability****1. Exclusion of other regulations and defined terms**

- (1) No regulations or model articles contained in any statute or subordinate legislation, including those contained the Model Articles, apply to the company

- (2) In the articles, unless the context requires otherwise

"alternate director" has the meaning given in article 27,

"appointor" has the meaning given in article 27,

"articles" means the company's articles of association,

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"chairman" has the meaning given in article 14,

"chairman of the meeting" has the meaning given in article 38,

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

"Conflict" has the meaning given in article 17,

"conflicts of interest" include a conflict of interest and duty and a conflict of duties and "interest" includes both direct and indirect interests,

"contract" in articles 16 and 17 includes any transaction or arrangement (whether or not constituting a contract),

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"group company" means a subsidiary undertaking or parent undertaking of the company or a subsidiary undertaking of any parent undertaking of the company,

"instrument" means a document in hard copy form,

"Model Articles" means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles)

Regulations 2008 (SI 2009/3229) as amended prior to the adoption of these articles,

"Objects" has the meaning given in article 3,

"paid" means paid or credited as paid,

"participate", in relation to a directors' meeting, has the meaning given in article 10,

"Permitted Situation" has the meaning given in article 17,

"proxy notice" has the meaning given in article 44, and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- (3) Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in Companies Act 2006 as in force on the date when the articles become binding on the company

2. Liability of members

- (1) The liability of the members is limited
- (2) Every member of the company undertakes to contribute such amount as may be required (not exceeding £100) to the company's assets if it should be wound up while he or she is a member or within one year after he she ceases to be a member, for payment of the company's debts and liabilities contracted before he or she 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

3 Objects

- (1) The company's main objects ("**Objects**") are to be a not-for-profit entity with expected contributions from three primary sources (1) British Gas and co-branded "green" product sales, including without limitation, "green" energy tariffs, (2) British Gas contribution (primarily made up of cash donations, employee/engineer time, products and service) and (3) contributions from third parties These contributions will be channelled into three principal areas as outlined below but the company may also use these contributions for activities which are considered by the board of directors to be reasonably ancillary to the delivery of the company's Objects
 - (a) **Schools Programme (known as MySolar School or by such other name as the company may adopt from time to time)** – an integrated programme delivering energy efficiency, renewable energy and climate change education to schools Schools selected under the programme will (1) be eligible for energy efficiency measures or microgeneration technology, such as Solar PV, subject to survey– the investment will be intended to improve energy efficiency and/or

reduce carbon emissions and act as a centrepiece for an educational programme (2) a smart meter and metering display, where possible and (3) educational materials on climate change to support the educational programme in order to help children and their families understand climate change and the steps we can take to address it

- (b) **Research** – funds will be awarded to UK research programmes (e.g. universities and academic research institutes) developing low carbon and renewable energy technologies such as wave and tidal energy
- (c) **Supporting community energy initiatives that support “green” energy tariffs from British Gas (currently known as energysave or by such other name as the company may adopt from time to time) and contribute towards British Gas meeting its regulatory requirements in respect of “green” energy tariffs** – funds will be utilised by the Company to support community energy initiatives that save energy, generate energy and/or engage consumers, including without limitation energy efficiency and renewable energy advice, assessments and measures from British Gas (acting either on its own or in conjunction with a third party or a number of third parties) The community energy initiatives will contribute towards British Gas meeting its regulatory requirements in respect of “green” energy tariffs and enhance and support messages about “green” energy tariffs from British Gas

The aim is for the Company to achieve

- *CO2 Emissions Reductions* – helping UK schools, communities and consumers to reduce their CO2 footprint through advice and energy efficient and renewable measures installed in the schools
 - *Education* – UK Youth / Citizen / Customer Education on climate change related issues and understanding on the steps (Respond, Reduce, Renew) that people can take to reduce their carbon footprint, use of renewable and energy efficiency products installed in the school as educational tools
 - *Innovation* – progression of technology through research in low carbon or renewable technology
 - *Publicity* – an increase in public awareness of energy efficiency and renewable energy measures and enhancing the public understanding of the benefits and importance of carbon reduction, energy efficiency and renewable energy generation
 - *Brand Awareness* - increase recognition of British Gas as “energy experts” and providing sustainable energy and energy solutions, promote Centrica’s corporate responsibility goals (with NGO recognition of leadership in community investment / education)
- (2) In furtherance of the Objects but not otherwise the company may exercise the following powers

- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company,
 - (b) to raise funds and to invite and receive contributions provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,
 - (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property,
 - (d) subject to article 3(3) below to employ such staff, who shall not be directors of the Company, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants,
 - (e) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects,
 - (f) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them, and
 - (g) to do all such other lawful things as are necessary for the achievement of the Objects
- (3) The income and property of the company shall be maintained separately between, on the one hand, those of the Objects described in Articles 3(1)(a) and 3 (1)(b) and, on the other hand, the Object described at Article 3(1)(c) and the board of directors shall ensure that appropriate measures are put in place to maintain that separation unless the members acting by special resolution shall otherwise direct
- (4) The income and property of the company shall be applied solely towards the promotion of the Objects in accordance with Article 3(3) and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the company, and no director shall be appointed to any office of the company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the company

4. Application of assets on winding up

If the company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the company, but shall be given or transferred to some other charity or charities having objects similar to the objects of the company which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the company by article 3(3) above, chosen by the members of the company at or before the time of dissolution and if that cannot be done then to some other charitable object

Part 2

Directors

Directors' Powers and Responsibilities

5 Directors' general authority

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

6. Members' reserve power and effect of altering the articles

- (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution
- (3) No alteration of the articles invalidates anything which the directors have done before the alteration was made

7 Directors may delegate

- (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
 - (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (c) to such an extent,
 - (d) in relation to such matters or territories, and
 - (e) on such terms and conditions,as they think fit
- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated
- (3) Where a provision in the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

- (4) The directors may revoke any delegation in whole or part, or alter its terms and conditions

8 Committees

- (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them provided that the directors shall not make rules of procedure which are inconsistent with Article 3(4) without the approval of the members acting by special resolution

Decision-Making by Directors

9. Directors to take decisions collectively

- (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10

- (2) If

- (a) the company only has one director, and

- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making For the purpose of article 13, the quorum for the transaction of business by a sole director is one, and all other provisions of the articles apply with any necessary modification (unless a provision expressly provides otherwise)

- (3) If only one director is eligible to vote on any authorisation required under article 17, the general rule does not apply, and the eligible director may take decisions in relation to the relevant matter without regard to any of the provisions of the articles relating to directors' decision-making

10. Unanimous decisions

- (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter If an alternate director indicates that he shares the common view, his appointor need not also indicate his agreement
- (2) Such a decision may take the form of a resolution in writing, at least one copy of which has been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing A resolution signed by an alternate director need not also be signed by or agreed to by his appointor

- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter and whose vote would have been counted had it been proposed as a resolution at a directors' meeting
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

11. Calling a directors' meeting

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- (2) Notice of any directors' meeting must indicate
 - (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company either before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

12 Participation in directors' meetings

- (1) Subject to the articles, directors "**participate**" in a directors' meeting, or part of a directors' meeting, when
 - (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

13. Quorum for directors' meetings

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- (2) Subject always to article 9(2) and 9(3) the quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two and provided always that a quorum shall not be present where none of the directors present is employed by British Gas or Centrica plc
- (3) Subject always to article 9(2), if the total number of directors for the time being in office is less than the quorum required, the directors must not take any decision other than a decision
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the members to appoint further directors

14 Chairing of directors' meetings

- (1) The directors may appoint a director to chair their meetings
- (2) The person so appointed for the time being is known as the "**chairman**"
- (3) The directors may terminate the chairman's appointment at any time
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors may appoint one of themselves to chair it

15 Casting vote

- (1) If the numbers of votes at a meeting of directors for and against a proposal are equal (ignoring any votes which are to be discounted in accordance with the articles or the Companies Acts), the chairman or other director chairing the meeting has a casting vote
- (2) Article 15(1) does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

16 Personal interests

- (1) A director who has a personal interest in any contract which the company is proposing to enter into, must declare that interest at a meeting of the directors, he/she will be debarred (in terms of article 18) from voting on the question of whether or not the company should enter into that contract

- (2) For the purposes of the preceding article, a director shall be deemed to have a personal interest in a contract if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of sections 177 or 182 of the Companies Act 2006), has a personal interest in that contract
- (3) Provided he/she has declared his/her interest - and has not voted on the question of whether or not the company should enter into the relevant contract - a director will not be debarred from entering into a contract with the company in which he/she has a personal interest (or is deemed to have a personal interest under article 16(2)) and may retain any personal benefit which he/she gains from his/her participation in that contract
- (4) For the purposes of this article a director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer or employee of any group company

17 Conflicts of interest requiring board authorisation

- (1) The directors may, subject to the quorum and voting requirements set out in the articles, authorise any matter which would otherwise involve a director breaching his duty under the Companies Acts to avoid conflicts of interest ("**Conflict**")
- (2) Any director (including the relevant director) may propose that the relevant director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and decided upon by the directors under the provisions of the articles save that the relevant director shall not count towards the quorum nor vote on any resolution giving such authority and save further that if there are insufficient directors eligible to vote and therefore to form a quorum, article 9(3) will apply
- (3) Where the directors give authority in relation to a Conflict
 - (a) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and
 - (b) the directors may revoke or vary such authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority
- (4) Where the directors give authority in relation to a Conflict or where the situation referred to in article 16(4) ("**Permitted Situation**") applies
 - (a) the directors may (whether at the relevant time or subsequently) (i) require that the relevant director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the directors or otherwise) related to the Conflict or Permitted Situation, and (ii) impose upon the relevant director such other terms for the purpose of dealing with the Conflict as they may determine,

- (b) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the board in relation to the Conflict or Permitted Situation, and
 - (c) the directors may provide that where the relevant director obtains (otherwise than through his position as a director of the company) information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use or apply the information in relation to the company's affairs, where to do so would amount to a breach of that confidence
- (5) A director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the company or the members for any benefit realised by reason of his having any type of interest in a Conflict or Permitted Situation authorised under this article and no contract shall be liable to be avoided on the grounds of a director having any such interest

18. Directors may not vote when interested

- (1) A director shall not vote at a directors' meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the company, he/she must withdraw from the meeting while an item of that nature is being dealt with
- (2) A person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director, has a personal interest in that matter
- (3) A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote
- (4) The company may, by ordinary resolution, suspend or relax to any extent – either generally or in relation to any particular matter – the provisions of articles 18(1) to 18(3)
- (5) Subject to paragraph (6), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive
- (6) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

19 Operation of bank accounts

The signatures of two out of the signatories appointed by the directors shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the company, at least one out of the two signatures must be the signature of a director

20 Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

21 Directors' discretion to make further rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

22. Change of name

The company may change its name by a decision of the directors

Appointment of Directors**23 Methods of appointing directors**

- (1) Any member who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director--

- (a) by ordinary resolution, or
- (b) by a decision of the directors

24 Termination of director's appointment

A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) that person becomes debarred under any statutory provision from being involved in the management or control of a charity,
- (c) that person ceases to be a member of the company,
- (d) that person becomes an employee of the company,
- (e) a bankruptcy order is made against that person,
- (f) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (g) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,

- (h) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (i) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms, and
- (j) that person has been absent without permission of the directors from more than three consecutive meetings of directors and the directors resolve that that person should cease to be director

25 Directors' remuneration

- (1) No director may serve as an employee (full time or part time) of the company, and no director may be given any remuneration by the company for carrying out his/her duties as a director

26. Directors' expenses

The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties

Alternate Directors

27. Appointment and removal of alternate directors

- (1) Any director (other than an alternate director) (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
 - (a) exercise that director's powers, and
 - (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor (such person known as an "**alternate director**")
- (2) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors
- (3) The notice must
 - (a) identify the proposed alternate, and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

28. Rights and responsibilities of alternate directors

- (1) An alternate director has the same rights, in relation to any directors' meeting and all meetings of committees of directors of which his appointor is a member or directors' written resolutions, as the alternate's appointor
- (2) Except as the articles specify otherwise, alternate directors
 - (a) are deemed for all purposes to be directors,
 - (b) are liable for their own acts and omissions,
 - (c) are subject to the same restrictions as their appointor, and
 - (d) are not deemed to be agents of or for their appointor
- (3) Subject to the articles, a person who is an alternate director but not also a director
 - (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (b) may sign or otherwise indicate his agreement to a written resolution (but only if it is not signed or to be signed or otherwise agreed by that person's appointor)

No alternate may be counted as more than one director for such purposes

- (4) Subject to the articles, a director who is also an alternate director has an additional vote on behalf of each appointor who
 - (a) is not participating in a directors' meeting, and
 - (b) would have been entitled to vote if he was participating in it
- (5) An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director

29 Termination of alternate directorship

- (1) An alternate director's appointment as an alternate terminates
 - (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
 - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
 - (c) on the death of the alternate's appointor, or

- (d) when the alternate's appointor's appointment as a director terminates

Part 3

Members

30 Qualifications for membership

- (1) The members of the company shall consist of the subscribers to the memorandum of association and such other persons as are admitted to membership under articles 30(2) and 31
- (2) Employees of the company shall not be eligible for membership, a person who becomes an employee of the company after admission to membership shall automatically cease to be a member

31 Application for membership

- (1) Any person who wishes to become a member must sign, and lodge with the company, a written application for membership
- (2) The directors may, at their discretion, refuse to admit any person to membership
- (3) The directors shall consider each application for membership at the first directors' meeting which is held after receipt of the application, the directors shall, within a reasonable time after the meeting, notify the applicant of their decision on the application

32 Membership subscription

No membership subscription shall be payable

33. Withdrawal from membership

Any person who wishes to withdraw from membership shall sign, and lodge with the company, a written notice to that effect, on receipt of the notice by the company, he/she shall cease to be a member

34. Expulsion from membership

- (1) Any person may be expelled from membership by special resolution, providing the following procedures have been observed -
 - (a) at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion, and

- (b) the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed

35 Termination/transfer

- (1) Membership shall cease on death
- (2) A member may not transfer his/her membership to any other person

Part 4

Decision-Making by Members

Organisation of General Meetings

36. Attendance and speaking at general meetings

- (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- (2) A person is able to exercise the right to vote at a general meeting when--
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

37. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

38 Chairing general meetings

- (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
 - (a) the directors present, or
 - (b) (if no directors are present), the meeting,must appoint a director or members to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- (3) The person chairing a meeting in accordance with this article is referred to as "**the chairman of the meeting**"

39 Attendance and speaking by directors and non-members

- (1) Directors may attend and speak at general meetings, whether or not they are members
- (2) The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting

40 Adjournment

- (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if
 - (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (4) When adjourning a general meeting, the chairman of the meeting must
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

Voting at General Meetings

41 Voting general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

42 Errors and disputes

- (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final

43. Poll votes

- (1) A poll on a resolution may be demanded
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (2) A poll may be demanded by
 - (a) the chairman of the meeting,
 - (b) the directors,
 - (c) two or more persons having the right to vote on the resolution, or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution

A demand for a poll by a proxy counts, for the purposes of paragraph (c) above, as a demand by a member and for the purposes of paragraph (d) above, as a demand by a member representing the voting rights that the proxy is authorised to exercise

- (3) A demand for a poll may be withdrawn if
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs

44 Content of proxy notices

- (1) Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which
 - (a) states the name and address of the members appointing the proxy,
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by or on behalf of the members appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- (4) Unless a proxy notice indicates otherwise, it must be treated as
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

45 Delivery of proxy notices

- (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person

- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- (4) The directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice

46 Amendments to resolutions

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
 - (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

Part 5

Administrative Arrangements

47 Means of communication to be used

- (1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the

means by which that director has asked to be sent or supplied with such notices or documents for the time being

- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

48. When notice or other communication deemed to have been received

- (1) Any notice, document or information sent or supplied by the company to the members or any of them
 - (a) by post, shall be deemed to have been received 24 hours after the time at which the envelope containing the notice, document or information was posted unless it was sent by second class post, or there is only one class of post, or it was sent by air mail to an address outside the United Kingdom, in which case it shall be deemed to have been received 48 hours after it was posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent,
 - (b) by being left at a members' registered address, or such other postal address as notified by the members to the company for the purpose of receiving company communications, shall be deemed to have been received on the day it was left,
 - (c) by electronic means, shall be deemed to have been received 24 hours after it was sent. Proof that a notice, document or information in electronic form was addressed to the electronic address provided by the members for the purpose of receiving communications from the company shall be conclusive evidence that the notice, document or information was sent, and
 - (d) by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this article or, if later, the date on which it is first made available on the website

49. Company seals

- (1) Any common seal may only be used by the authority of the directors
- (2) The directors may decide by what means and in what form any common seal is to be used
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- (4) For the purposes of this article, an authorised person is
 - (a) any director of the company,

- (b) the company secretary (if any), or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

50. No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a members

51. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

Directors' Indemnity

52. Indemnity

- (1) Subject to paragraph (4), a relevant director shall be indemnified out of the company's assets against
 - (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme,
 - (c) any other liability incurred by that director as an officer of the company or an associated company
- (2) The company may fund a relevant director's expenditure for the purposes permitted under the Companies Acts and may do anything to enable a relevant director to avoid incurring such expenditure as provided in the Companies Acts
- (3) No relevant director shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company
- (4) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

53. Insurance

- (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss

54 Definitions

- (1) In articles 52 and 53
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
 - (b) a "relevant director" means any director or former director of the company or an associated company, and
 - (c) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company