

## Articles of Association

The Companies Act 2006

COMPANY LIMITED BY GUARANTEE

Plumbing Pensions (U.K.) Limited  
(incorporated on 5 November 1974)

Company Number: SC056632

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The Companies Act 2006  
Company Limited by Guarantee

## **Articles of Association**

of

Plumbing Pensions (U.K.) Limited

**(the “Company”)**

### **Preliminary**

#### **1 Default Articles not to apply**

Neither the regulations in The Companies (Model Articles) Regulations 2008 nor any other articles or regulations prescribing the form of articles applicable to the Company under any former enactment relating to companies shall apply to the Company.

#### **2 Objects**

The objects for which the Company is established are to act as a trustee for the Plumbing & Mechanical Services (UK) Industry Pension Scheme (the “**Scheme**”) and to undertake the role of managing the Scheme in accordance with the rules from time to time governing the Scheme.

### **Part 1**

#### **Interpretation and Limitation of Liability**

#### **3 Defined terms**

##### **3.1** In the Articles, unless the context requires otherwise:

“**Articles**” means the Company’s articles of association;

“**Chair**” has the meaning given in Article 11;

“**Conflict of Interest**” has the meaning given in Article 17.1;

“**Director**” means any director of the Company;

“**EC Directors**” has the meaning given in Article 6.1.2;

“**Employer Company**” means Plumbing Pensions Employers Limited (registered number SC750683);

“**Professional Director**” has the meaning given in Article 6.1.1;

“**Proxy Notice**” has the meaning given to it in Article 34;

“**Relevant Officer**” means any current or former Director or Secretary of the Company;

“**Scheme**” has the meaning given in Article 2;

**“Secretary”** means any person appointed to perform the duties of the secretary (as referred to in Part 12 of the Companies Act 2006 (Company Secretaries)) of the Company (including any deputy or assistant secretary) in accordance with Article 21; and

**“Unite Directors”** has the meaning given in Article 6.1.3.

- 3.2** Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

## **4 Liability of members**

- 4.1** The liability of each of the members is limited to £10, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while they are a member or within one year after they cease to be a member, for:

- 4.1.1** payment of the company’s debts and liabilities contracted before they cease to be a member;
- 4.1.2** payment of the costs, charges and expenses of winding up; and
- 4.1.3** adjustment of the rights of the contributories among themselves.

## **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 Number of Directors**

- 6.1** At any one time, there shall be:

- 6.1.1** three professional independent trustee Directors nominated by the Directors (**“Professional Directors”**);
- 6.1.2** up to two Directors nominated by the Employer Company, neither of whom can also be a director of the Employer Company (**“EC Directors”**); and
- 6.1.3** up to two Directors nominated by Unite the Union (**“Unite Directors”**).

## **7 Directors may delegate**

The Directors may delegate powers, duties or discretions to any person and on any terms (including terms that allow a delegate to sub-delegate).

## **8 Committees**

The Directors may make regulations in relation to the proceedings of committees or sub-committees to whom their powers or discretions have been delegated or sub-delegated.

Subject to any such regulations, the meetings and proceedings of any committee or sub-committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of Directors.

## **Meetings of the Directors**

### **9 Calling a Directors' meeting**

**9.1** Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors or by requesting the Secretary (if any) to give such notice.

**9.2** Notice of any Directors' meeting must indicate:

**9.2.1** its proposed date and time;

**9.2.2** where it is to take place; and

**9.2.3** 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.

**9.3** Notice of a Directors' meeting must be given to each Director in writing, including by email or in any other electronic form.

**9.4** Unless it is necessary as a matter of urgency to make a decision (in which case no minimum notice period is required), at least 10 business days' notice must be given for any Directors' meeting.

### **10 Quorum for Directors' meetings**

**10.1** At a Directors' meeting, unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.

**10.2** 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 four, of whom at least one is a Professional Director.

**10.3** The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or calling a general meeting.

**10.4** A Director shall not be entitled to vote on, and the Director's vote shall not count towards, any resolution in respect of which that Director has a Conflict of Interest, unless the interest has already been authorised under Articles 17.3 and 18.

**10.5** A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which the Director is not entitled to vote.

### **11 Chairing Directors' meetings**

**11.1** The Directors shall appoint one of the Professional Directors to chair their meetings.

**11.2** The person so appointed for the time being is known as the Chair.

**11.3** The Directors may terminate the Chair's appointment at any time.

- 11.4** If the Chair is not present at a Directors' meeting within ten minutes of the time at which it was to start, the Directors present may appoint one of their number to chair it.

## **12 Decision-making by Directors**

- 12.1** Subject to Article 10.3, the general rule about decision-making by Directors is that any decision must be approved either by a majority of the Directors present and voting at a meeting or by written resolution in accordance with Articles 12.2 and 12.3. In any case, each Director shall have equal voting rights.
- 12.2** Any Director may propose a written resolution by giving written notice (including by email or in any other electronic form) to the other Directors or may request the Secretary (if any) to give such notice.
- 12.3** Except where Article 10.3 applies, a resolution in writing signed or otherwise agreed in writing by a majority of the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid as it if had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. The resolution is adopted when a majority of the Directors who would have been entitled to vote on such resolution have:
- 12.3.1** signed one or more copies of it; or
  - 12.3.2** otherwise indicated their agreement to it in writing, including by email or in any other electronic form.
- 12.4** The Company must cause minutes of all proceedings at meetings of its Directors and every written resolution to be recorded for at least 10 years from the date of each meeting or resolution.

## **13 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.

## **Appointment and retirement of Directors**

### **14 Appointment or removal of Directors**

- 14.1** Professional Directors may be appointed or removed by the Directors.
- 14.2** EC Directors may be appointed or removed by the Employer Company.
- 14.3** Unite Directors may be appointed or removed by Unite the Union.

### **15 Disqualification of Directors**

- 15.1** Without prejudice to Article 14, a Director will cease to be a Director if:
- 15.1.1** that person resigns by giving notice in writing to the Company;
  - 15.1.2** that person is prohibited by law from being a Director or a trustee of an occupational pension scheme; or

15.1.3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that the person has become physically or mentally incapable of acting as a Director and may remain so for more than three months.

15.2 Unless the Company and a relevant Director agree to a term of shorter length, any Director appointments or re-appointments that start with effect on or after 30 November 2022 will be on four-year terms. However, where a Director is re-appointed for more than one term, the combined term may not in any event exceed a maximum of 12 years in total, but ignoring for this purpose any term that began before 30 November 2022. Subject to this 12-year maximum, a Director will automatically cease to be a Director unless re-appointed at the end of any term that starts with effect on or after 30 November 2022.

## **16 Directors' remuneration and expenses**

16.1 Directors may undertake any services for the Company that the Directors decide.

16.2 Each Director is entitled to such remuneration as the Directors determine.

16.3 The Directors will be reimbursed for any expenses properly incurred by them in performing their duties.

## **Directors' Interests**

### **17 Conflicts of Interest**

17.1 Except where set out in Article 17.2, a Conflict of Interest is any situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

17.2 An interest is not a Conflict of Interest where the conflict cannot reasonably be regarded as likely to give rise to a conflict of interest.

17.3 A Director shall only be allowed to have a Conflict of Interest to the extent it has been declared to the Directors and authorised in accordance with Article 18 or by ordinary resolution.

17.4 Subject to compliance with this Article 17, a Director shall not, save as otherwise agreed by the Director, be accountable to the Company for any interest which that Director derives from a Conflict of Interest and no contract, transaction or arrangement shall be liable to be avoided on the grounds of any Conflict of Interest.

### **18 Authorisation of Conflicts of Interest**

18.1 For the purposes of Section 175 of the Companies Act 2006 (Duty to avoid conflicts of interest), the Directors may authorise any Conflict of Interest.

18.2 Subject to compliance with the voting and quorum requirements in Articles 10.4 and 10.5, authorisation of a Conflict of Interest shall be effective only if the matter in question shall have been proposed to and authorised by the Directors at a meeting of the Directors.

18.3 Any authorisation of a matter under this Article may be subject to such conditions or limitations as the Directors may decide and may be varied or terminated by the Directors at any time.



- 18.4** A Director shall comply with any obligations imposed on the Director by the Directors pursuant to any authorisation of a matter under this Article 18.

## **19 Confidential information**

- 19.1** Subject to Article 19.2, if a Director, otherwise than by virtue of the Director's position as Director, receives information in respect of which the Director owes a duty of confidentiality to a person other than the Company, the Director shall not be required:

**19.1.1** to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or

**19.1.2** otherwise use or apply such confidential information for the purpose of or in connection with the performance of the Director's duties as a Director.

- 19.2** Where such duty of confidentiality arises out of a situation in which the Director has a Conflict of Interest, Article 19.1 shall apply only if the Conflict of Interest arises out of a matter which has been authorised under Article 18 or by ordinary resolution.

- 19.3** This Article 19 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 19.

## **20 Directors' interests - general**

- 20.1** A Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such Conflict of Interest, including compliance with any policies or procedures laid down from time to time by the Directors for the purpose of managing Conflicts of Interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

**20.1.1** absenting themselves from any meetings of the Directors at which the relevant situation or matter falls to be considered; and

**20.1.2** not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for the Director to have access to such documents or information.

- 20.2** The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 17 to 20.

## **Secretary**

### **21 Secretary**

The Company may have a Secretary who may be appointed on such terms as the Directors think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between the Secretary and the Company.

## **22 Indemnity**

**22.1** Subject to Article 22.2, a Relevant Officer may be indemnified against:

- 22.1.1** any liability incurred by or attaching to that Relevant Officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or the Scheme;
- 22.1.2** any liability incurred by or attaching to that Relevant Officer in connection with the activities of the Company or the Scheme in its capacity as a trustee of the Scheme, an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006 (Qualifying pension scheme indemnity provision)); and
- 22.1.3** any other liability incurred by or attaching to that Relevant Officer as an officer of the Company or the Scheme.

**22.2** This Article 22 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts (as defined in Section 2 of the Companies Act 2006 (The Companies Acts)) or by any other provision of law.

**22.3** Where a Relevant Officer is indemnified against any liability in accordance with this Article 22, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by the Relevant Officer in relation thereto.

## **23 Insurance**

The Directors shall have the power to purchase and maintain insurance for the benefit of any Relevant Officer in respect of any loss or liability which has been or may be incurred by a Relevant Officer or any delegate, employee or agent in connection with that Relevant Officer's duties or powers in relation to the Company or the Scheme.

## **Part 3**

### **Members**

## **24 Applications for membership**

- 24.1** No person shall become a member of the Company unless the Directors have approved the application.
- 24.2** As at the date of these articles, the members of the Company are the Employer Company and Unite the Union.

## **Organisation of General Meetings**

## **25 Attendance and speaking at general meetings**

- 25.1** A person can exercise the right to speak at a general meeting if they are able to communicate to all those attending the meeting, any information or opinions which the person has on the business of the meeting.
- 25.2** A person can exercise the right to vote at a general meeting when:

25.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

25.2.2 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.

25.3 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.

25.4 Each member is entitled to one vote each.

25.5 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.

25.6 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.

## **26 Quorum for general meetings**

26.1 The quorum for general meetings may be fixed from time to time by a decision of the members, but it must never be less than two and unless otherwise fixed it is two.

26.2 No business (other than the appointment of the chair of the meeting) is to be transacted if the meeting is not quorate.

## **27 Chairing general meetings**

27.1 If the Directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.

27.2 If the Directors have not appointed a chair or if the chair is unable to chair the meeting, those present at the meeting must appoint a member or Director to chair the meeting. The appointment of the chair of the meeting must be the first business of the meeting.

27.3 The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".

## **28 Attendance and speaking by non-members**

The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

## **29 Adjournment**

29.1 If the persons attending a general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

29.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

29.2.1 the meeting consents to an adjournment; or

29.2.2 it appears that it 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.

- 29.3** The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 29.4** When adjourning a general meeting, the chair of the meeting must:
- 29.4.1** 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
  - 29.4.2** have any regard to any directions as at the time and place of any adjournment which have been given by the meeting.
- 29.5** If the continuation of an adjournment meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 29.5.1** to the same persons to whom notice of the Company's general meeting is required to be given; and
  - 29.5.2** containing the same information which such notice is required to contain.
- 29.6** No business may be transacted at an adjourned general meeting.

## **Voting at General Meetings**

### **30 Voting**

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.

### **31 Errors and disputes**

- 31.1** 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.
- 31.2** Any such objection must be referred to the chair of the meeting whose decision is final.

### **32 Poll votes**

- 32.1** A poll on a resolution may be demanded:
- 32.1.1** in advance of the general meeting; or
  - 32.1.2** 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.
- 32.2** A poll may be demanded by:
- 32.2.1** the chair of the meeting;
  - 32.2.2** the Directors;
  - 32.2.3** two or more persons having the right to vote on that resolution; or
  - 32.2.4** 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.
- 32.3** A demand for a poll may be withdrawn if:
- 32.3.1** the poll has not yet been taken; and

32.3.2 the chair of the meeting consents to the withdrawal.

32.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

### **33 Content of proxy notices**

33.1 Proxies may only validly be appointed by a notice in writing (a “**Proxy Notice**”) which:

33.1.1 states the name and address of the member appointing the proxy;

33.1.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;

33.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

33.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

33.2 Unless a Proxy Notice indicates otherwise, it must be treated as:

33.2.1 allowing the person appointed under it to vote on any ancillary or procedural resolutions put to the meeting; and

33.2.2 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.

### **34 Delivery of proxy notices**

34.1 A person who is entitled to attend, speak or vote at a general meeting remains entitled to do so even where a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

34.2 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.

34.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting to which it relates.

34.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer’s behalf.

### **35 Amendments to resolutions**

35.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

35.1.1 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 chair of the meeting may determine); and

35.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

- 35.2** A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 35.2.1** the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 35.2.2** the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 35.3** If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.