

Company limited by guarantee  
and not having a share capital

ENERGY UK

Energy UK, the trading name of the Association of Electricity Producers Limited  
("the Company")

**ARTICLES OF ASSOCIATION**

**(adopted by special resolution at AGM December 2020)**

**1. INTRODUCTION AND INTERPRETATION**

- 1.1 Energy UK is the trading name of The Association of Electricity Producers Limited which is a Company limited by Guarantee.
- 1.2 These Articles conform with the requirements of the Companies Act 2006, hereafter called "the Act". The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) (such Table being hereinafter called "Table C") shall not apply to the Company and the Articles hereinafter contained shall be the regulations of the Company.
- 1.3 The objectives set out in the Articles are intended to be subject to the widest interpretation unless otherwise specified.
- 1.4 The word "company" in these Articles, except used in reference to the Company shall be deemed to include any partnership, trading name or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- 1.5 In these Articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:
  - 1.5.1 "**Board**" means the board of Directors of the Company from time to time;
  - 1.5.2 "**Director or Directors**" means a director of the Company from time to time, and includes any person occupying the position of director, by whatever name called;
  - 1.5.3 "**Full Members**" are Members who are involved in the provision of a service to a customer, such as supplier, aggregator, intermediary or generator in the Energy Sector in the United Kingdom and any other entity who are granted full membership by the Board;
  - 1.5.4 "**Energy Sector**" comprises gas, electricity, heat, storage and transportation sub-sectors;
  - 1.5.5 "**Associate Members**" means Members who supply a professional service to Full Members or are Members who supply a service to customers in the Energy Sector who are not Full Members or Individual Members;

- 1.5.6 **"Individual Members"** means Members who were previously granted membership as individuals (and for the avoidance of doubt this is a legacy and not a current category);
- 1.5.7 **"Representative"** means an officer or director or employee of a Member and who in each case has been nominated by the Member to represent the Member in connection with the business of the Company. A representative must be of the necessary level of seniority; and
- 1.5.8 **"Conflict"** means a 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;
- 1.5.9 **"Eligible Director"** means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 4.13, any Director whose vote is not to be counted in respect of the particular matter);
- 1.5.10 **"Group"** means a body corporate which is at the relevant time:
- 1.5.10.1 a subsidiary of the company; or
- 1.5.10.2 the company's holding company or a subsidiary of that holding company,
- and for these purposes "holding company" has the meaning given to that expression in section 1159 of the Act.

## 2. **PRELIMINARY**

### **Objectives**

- 2.1 The Company's objectives are to be a trusted voice on energy and to support members to deliver for their customers and to power a transition to a net zero carbon economy.
- 2.2 In pursuit of the above, the activities of the Company may include, without limitation:
- 2.2.1 the provision of a forum in which Members can discuss relevant energy and related issues to facilitate the sharing of information and best practice in order to improve outcomes for the economy, environment and customers;
- 2.2.2 engage with decision makers on the collective view of members on energy policy and regulatory proposals in the UK, the EU and elsewhere as relevant;
- 2.2.3 promote the positive contribution of the energy industry to the economy, environment and customers to a range of stakeholders. Undertake initiatives to improve the reputation of the industry, such as consumer engagement and safety campaigns
- 2.3 The Company may also, if it is to the benefit of the objectives and activities specified in Articles 2.1 and 2.2;
- 2.3.1 engage and employ professional, technical, clerical and other staff and consultants and enter into agreement with and in relation to such staff and consultants with a view to their providing their

services to any person, firm or company requiring the same within or outside the United Kingdom;

- 2.3.2 engage in research into any problem relating to political engagement, current affairs and the energy and supply markets; to collect, prepare and distribute information and statistics relating to any type of the same and to promote or propose such methods, procedures and measures as may be considered appropriate;
  - 2.3.3 undertake conferences, seminars, training sessions and other events for Members, associates and stakeholders; and
  - 2.3.4 undertake any other activity which is relevant to the objectives of the Company.
- 2.4 The directors may establish values governing matters relating to Company that are required from time to time for the effective operation of the Company (**Values**). These Values can be found on the Company's website and may be updated from time to time. If there is a conflict between the terms of these Articles and any Values established under this Article, the terms of these Articles shall prevail.
- 2.5 The Members must act in accordance with the Company's Values at all times.

#### **Powers**

- 2.6 The powers of the Company include, without limitation, the following (in each case exercisable with the agreement of the Board):
- 2.6.1 to undertake any other trade or business which can, in the opinion of the Board, be advantageously carried on and which relates to the objects and activities specified in Articles 2.1, 2.2. and 2.3;
  - 2.6.2 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property for the express purpose of meeting the objectives of the Company;
  - 2.6.3 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trademarks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
  - 2.6.4 to acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company which has as its objectives or includes as part of its objectives any of the objectives of the Company listed in Article 2.1 and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangements for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any share, debentures, debenture

stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;

- 2.6.5 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 2.6.6 to invest and deal with the moneys of the Company not immediately required in a prudent manner as may from time to time be determined and to hold or otherwise deal with any investments made; and to undertake any other financial activity necessary for the express purposes of undertaking the business of the company;
- 2.6.7 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit;
- 2.6.8 to establish appropriate insurance arrangements for the Company, its employees and Directors and to establish pension arrangements for employees where appropriate and to meet the requirements of the UK pensions legislation as applicable; and
- 2.6.9 the delegation by the Board of its authority as set out in Articles 2.41 to 2.48 to the Chief Executive or to Committee Members or to some combination as it sees fit.

#### **Application of Funds**

- 2.7 The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objectives of the Company as set out in Article 2.1 and the conduct of the activities specified in Articles 2.2 and 2.3
- 2.8 Any relationship between the Company and an employee of the Company or Members for services rendered for which there is a payment, shall be at open market terms and conditions unless expressly determined otherwise and shall be notified to the Board.

#### **Limited Liability and Winding-up**

- 2.9 A decision to wind up the Company for any reason must be subject to approval by the Board and a general meeting of Members.
- 2.10 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the Company's assets if it should be wound up while he is a Member or within *one* year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he 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.
- 2.11 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, this shall be distributed amongst Members in a proportion determined by each Member subscription contribution.

2.12 If upon winding-up or dissolution of the Company there remains a debt, then this shall be discharged by the Members in a proportion that is determined by their subscription contribution.

### 3. **MEMBERS**

3.1 Membership is open to any body corporate, partnership, association or any other group which supports the objectives of the Company.

3.2 Those seeking membership shall deliver to the Company an Application for Membership, in such form as the Directors require, and no person shall become a Member of the Company unless the Chief Executive or the Board have approved the application.

3.3 Neither a Member nor Members within the same Group shall be entitled to appoint, in aggregate, more than one Director per Group.

3.4 Membership as an Associate Member is open to a body corporate, partnership, association or other group which supports the objectives of the Company, but is not a generator of electricity or a supplier of electricity or gas. An application to be an Associate Member is subject to approval by the Chief Executive or the Board. The rights of Associate Members are set out in Article 3.6.3.

3.5 Individual membership was open to individuals who had a long time association with a one or more of the predecessor organisations before the formation of the Company subject to the agreement of the then Board. For the avoidance of doubt, this category is not available for any new Members. The rights of any existing Individual Members are set out in Articles 3.6.4.

#### 3.6 ***Subscriptions and voting rights***

3.6.1 Subscriptions and voting rights shall be approved from time to time by the Board and recommended to a general meeting of the Company. Members' subscriptions shall be payable on demand or in accordance with such other agreement or arrangement as may be in place between the Member and the Company.

3.6.2 Full Members shall have one vote at general meetings of the Company.

3.6.3 Associate Members shall not be entitled to vote upon any resolution at any general meeting of the Company other than with respect to the level of subscriptions payable by Associate Members, but such Associate Members shall be entitled to receive notice of and to attend and speak at any general meeting of the Company.

3.6.4 Individual Members shall not be entitled to vote upon any resolution at any general meeting of the Company other than with respect to the level of subscriptions payable by Individual Members, but such individual members shall be entitled to receive notice of and to attend and speak at any general meeting of the Company.

#### 3.7 ***Resignation***

3.7.1 A Member may at any time withdraw from the Company by giving to the Company at least twelve months' notice in writing in advance of the renewal date of its annual subscription.

### 3.8 **Disqualification**

- 3.8.1 The directors may terminate or suspend the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
  - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - (c) on a persistent basis, makes false or misleading statements in respect of its relationship with the Company in any form of media; or
  - (d) has failed to observe the terms of these Articles and the Values.
- 3.8.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 3.8.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

## 4. **DIRECTORS**

- 4.1 The Board shall at all times be comprised as follows:
- 4.1.1 the Chairman, appointed in accordance with Article 4.5;
  - 4.1.2 the Chief Executive of the Company, appointed in accordance with Article 4.6;
  - 4.1.3 up to twenty Directors appointed by Full Members by ordinary resolution or the Board with the intention at all times for the Board composition to be representative of the diverse membership of the Company and with due regard for the benefits of diversity of the individuals on the Board
- 4.2 The Directors may as they see fit establish a subcommittee of their number for the purposes of discharging any matter reserved for the Board of the Company.
- 4.3 The Nominations and Remuneration Board sub-committee shall be responsible for the identification and nomination of candidates to fill Board vacancies and to make recommendations to the Board. In identifying suitable candidates the Committee shall consider candidates proposed by one or more Full Members and consider candidates on merit and against

objective criteria and with due regard for the benefits of diversity on the Board.

- 4.4 The Finance and Accounting Board sub-committee shall be responsible for providing financial oversight of the Company and approving the methodology for Member subscriptions calculation and underlying assumptions.

4.5 ***Appointment of Chairman***

4.5.1 The Full Members may appoint any person to be the Chairman of the Company by ordinary resolution at which point the individual shall become a Director of the Company. The Chairman shall hold office for a period of two years from the date of his appointment or such longer period not exceeding 5 years as may be determined by ordinary resolution of the Members, save that he/she may at any time be removed from that office by a no confidence ordinary resolution of the Members. The Chairman shall preside at every meeting of Directors and at every general meeting of the Company at which he is present.

4.5.2 The Board may remunerate the Chairman for his services as they think fit.

4.5.3 Any person becoming Chairman pursuant to Article 4.5.1 shall hold office as a Director until he resigns or retires from office, in accordance with Article 4.14, dies or vacates his office pursuant to Article 4.15 or is no longer eligible for other reasons

4.6 ***Appointment of Chief Executive***

4.6.1 The Board may appoint any person to the office of Chief Executive of the Company, which person shall become a Director. Any such appointment may be made upon such terms as the Board determine and they may remunerate any such Director for his services as they think fit.

4.6.2 Any person becoming Chief Executive pursuant to Article 4.6 shall hold office as a Director until he/she resigns, retires from office or vacates his office pursuant to Article 4.15.

4.7 ***Number of Directors***

The number of Directors (other than their Alternates who are not Directors) shall be not less than eight, unless determined otherwise by ordinary resolution, and shall not exceed twenty.

4.8 ***Co-option***

Provided that the appointment does not cause the number of Directors to exceed twenty, the Directors may, to fill a vacancy, appoint a person who is willing to act to be a Director. In so doing the Directors shall have the intention at all times for the Board composition to be representative of the diverse membership of the Company

4.9 ***Powers of Directors***

- 4.9.1 Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 4.9.2 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for specific purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 4.9.3 Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

#### 4.10 ***Proceedings of Directors***

- 4.10.1 The Directors should at all times conduct the proceedings in a fit and proper manner and subject to the provisions of these Articles.
- 4.10.2 Any Director may request the Chief Executive to call a meeting of the Directors.
- 4.10.3 Questions arising at the meeting shall be decided by a majority of votes. In the case of an equality of votes, prior to the Chairman exercising a casting vote, the question should be returned to the relevant Committee or any other group of Members that may be decided by the Board for further consideration. Should the question subsequently remain unresolved, only then should the Chairman consider exercising his casting vote.
- 4.10.4 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be five. A person who holds office only as an alternate to the Director may, if his appointer is not present, be counted in the quorum if the Director so agrees.
- 4.10.5 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.
- 4.10.6 If at any meeting there is no Chairman; or the Chairman is not present within five minutes of the time appointed for the start of the meeting; or for any reason the Chairman is unable to preside, the Directors present may appoint one of their number to be Chairman of the meeting.
- 4.10.7 The Directors may appoint up to two of their number to be Vice Chairmen of the Board, with such powers and duties as the Board shall from time to time determine. A Vice Chairman shall hold office for a period of two years from the date of his appointment, save that the Board may at any time remove one or both Vice Chairmen from that office.
- 4.10.8 All acts undertaken by the Board or a Committee shall remain valid, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Director or that any one of them was disqualified from holding office, or had vacated office, or was



not entitled to vote provided the meeting was quorate and the Chairman's casting vote had not been exercised.

4.10.9 A Director may vote at any meeting of the Directors or of any committee of the Directors, on any Resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such Resolution as aforesaid his vote shall be counted; and in such Resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

4.10.10 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

#### 4.11 *Remuneration of Directors*

4.11.1 Only the Chief Executive, the Chairman and any other employee of the Company who becomes a Director shall be entitled to such remuneration as the Board or relevant subcommittee as set out in Article -4.2 may determine.

#### 4.12 *Directors' expenses*

4.12.1 The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors, where those expenses have not been covered by the relevant Member.

#### 4.13 *Directors' interests*

4.13.1 The Directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest.

4.13.2 Any authorisation under this Article 4.13 shall be effective only if:

4.13.2.1 the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles;

4.13.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

4.13.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

4.13.3 Any authorisation of a Conflict under this Article 4.13 may (whether at the time of giving the authorisation or subsequently):

- 4.13.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 4.13.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
  - 4.13.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
  - 4.13.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
  - 4.13.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - 4.13.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 4.13.4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 4.13.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 4.13.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 4.13.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 4.13.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 4.13.7.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 4.13.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 4.13.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 4.13.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 4.13.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

#### 4.14 *Alternates*

##### 4.14.1 Any Director may appoint:

4.14.1.1 any other Director; or

4.14.1.2 any other person of sufficient standing approved by Resolution and willing to act, to be an alternate. The appointer may remove from office the alternate so appointed by him.

##### 4.14.2 An alternate shall be entitled:

4.14.2.1 to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointer is a Member;

4.14.2.2 to attend and vote at any such meeting at which the Director appointing him is not personally present; and

4.14.2.3 generally to perform all the functions of his appointer as a Director in his absence.

4.14.3 An alternate shall cease to be an alternate if his appointer ceases to be a Director.

4.14.4 Any appointment or removal of an alternate shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

4.14.5 The alternate shall alone be responsible for his own acts and defaults and he should not be deemed to be the agent of the Director for whom he is the alternate.

#### 4.15 *Retirement*

4.15.1 Each Director other than the Chief Executive and the Chairman shall retire from office at the third annual general meeting of the Company following his appointment or election, as the case may be, save that a Director appointed pursuant to Article 4.8 shall hold office only until the next following annual general meeting of the Company whereupon he shall retire from office.

4.15.2 A retiring Director shall be eligible for re-election or reappointment, as the case may be.

4.15.3 The office of a Director shall be vacated if he resigns his office by notice in writing to the Company.

4.15.4 Where a person holding the office of Chairman or Chief Executive ceases to hold that office, he shall retire from his office of Director.

#### 4.16 *Disqualification and removal*

The office of a Director shall be vacated if:

4.16.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or

4.16.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

4.16.3 he becomes incapable by reason of illness, injury or mental disorder of managing his own affairs; or

4.16.4 the Member of which he is a Representative ceases to be a Member;

4.16.5 he fails (without formal leave of absence from the Directors) to attend any meetings of the Directors over a period exceeding nine months, and the Directors resolve that his office be vacated;

4.16.6 he fails to act or perform with integrity and in a professional and ethical manner;

### 5. **PRESIDENT OF THE ASSOCIATION**

- 5.1 There may be a President of the Company. A President should be nominated by the Board and approved by an ordinary resolution of the Full Members.
- 5.2 The term of the President's appointment may be varied at any time by a resolution of the Directors, subject to the approval by ordinary resolution of Full Members.
- 5.3 The Directors shall pay to the President such honoraria and expenses as they may in their complete discretion decide.

## 6. **MEETINGS**

### 6.1 *General*

- 6.1.1 In every calendar year the Company shall hold a general meeting as its annual general meeting.
- 6.1.2 The Directors shall determine the time and place of the annual general meeting.
- 6.1.3 Every annual general meeting shall be held not more than 15 months after the last one.
- 6.1.4 All general meetings other than annual general meetings shall be extraordinary general meetings.
- 6.1.5 An extraordinary general meeting may at any time be convened by the Directors.
- 6.1.6 On the requisition of Members pursuant to the provisions of the Act, the Directors shall forthwith proceed to convene an extraordinary general meeting for a date not later than 4 weeks after receipt of requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general meeting.
- 6.1.7 Subject to Article 6.1.6 above the Directors shall determine the time and the place of an extraordinary general meeting.

### 6.2 *Notice of General Meetings*

- 6.2.1 The Company shall give notice in writing to all Members of the holding of a general meeting.
- 6.2.2 The Notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 6.2.3 The Company shall give the following periods of notice;
  - 6.2.3.1 for an annual general meeting at least 21 days notice;
  - 6.2.3.2 for a general meeting at which there is to be proposed a resolution appointing a person as a Director or as Chairman at least 21 days notice;
  - 6.2.3.3 for a general meeting convened to pass a special resolution at least 21 days notice;

- 6.2.3.4 for every other general meeting at least 14 days notice.
- 6.2.4 A general meeting may be called by shorter notice if it is so agreed:
  - 6.2.4.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
  - 6.2.4.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority of not less than 95% of the Members of the Company.
- 6.2.5 The period of notice to be given for a general meeting shall exclude the day in which the notice is given and the day of the meeting.
- 6.2.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 6.3 Proceedings at General Meetings shall be in accordance with the accepted procedure for limited liability companies.

## 7. **NOTICES**

- 7.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 7.2 The Company may give any notice to a Member:
  - 7.2.1 personally; or
  - 7.2.2 by sending it by post in a pre-paid envelope addressed to a Member's address as it appears in the register of Members or to a person's last known address; or
  - 7.2.3 by leaving it at that address; or
  - 7.2.4 by any appropriate means for sending written material by methods of telecommunications.
- 7.3 A person whose address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be served is entitled to service of notices at that address, or, if they so request in writing, at their overseas address.
- 7.4 A Member present, either in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting, and where requisite, of the purposes for which it was called.
- 7.5 Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

## 8. **MINUTES**

- 8.1 Minutes shall be kept recording the proceedings and Resolutions of meetings of the Company, and of the Directors, and of committees of

Directors, including the names of the Directors present at each such meeting.

9. **ACCOUNTS**

9.1 Proper accounts and records shall be kept and subject to annual audit. All members will receive a copy of the accounts annually for consideration.

10. **INDEMNITY**

10.1 Subject to article 10.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

10.1.1 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;

10.1.2 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 (as defined in section 235(6) of the Act); and

10.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

10.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

10.3 In this article:

10.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

10.3.2 a "relevant director" means any director or former director of the company or an associated company.

11. **INSURANCE**

11.1 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.

11.2 In this Article:

11.2.1 a "relevant director" means any director or former director of the Company or an associated company;

11.2.2 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' benefit scheme of the company or associated company; and

11.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.