
**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
BRITISH WATER**

THURSDAY



RM *R78JP5AP*
21/06/2018 #43
COMPANIES HOUSE

COMPANY NUMBER 3953229

INCORPORATED on 16 March 2000

**Adopted by special resolution passed on 8 June 2011; amended by special resolution passed
on 7 June 2012 and amended by special resolution passed on 13 June 2018.**

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INTERPRETATION

1. In these Articles:

"Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
"Articles"	means the articles of association of the Company, including, for the avoidance of doubt, the provisions of the Schedules;
"Associate Members"	has the meaning given in Article 23;
"Board Committee"	has the meaning given in Article 42.1;
"Chairman"	means the person appointed as such pursuant to Article 62;
"Chief Executive"	means the person appointed as such pursuant to Article 56;
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Committee"	means either a Board Committee or a Market Group;
"Director"	means a Director of the Company;
"electronic form"	has the same meaning as in the Acts;
"electronic means"	has the same meaning as in the Acts;
"executed"	includes any mode of execution;

"International Forum"	has the meaning given in Article 43;
"Market Group"	has the meaning given in Article 42.2, (and for the avoidance of doubt, includes the UK Forum, the International Forum and the Technical Forum);
"Member"	means a person who is a subscriber to the Company or who is admitted as a Member in accordance with Articles 13 to 16 (and, for the avoidance of doubt, does not include an Associate Member);
"notification of availability"	has the meaning given in Article 123.2;
"Office"	means the registered office of the Company;
"Principal Place"	has the meaning given in Article 91;
"Schedule"	means a schedule to these Articles;
"Secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"Subscription"	has the meaning given in Article 17;
"Technical Forum"	has the meaning given in Article 43;
"UK"	means Great Britain and Northern Ireland, and references to the UK include references to any part of it;
"UK Forum"	has the meaning given in Article 43;
"UK water and wastewater industry"	has the same meaning as in Schedule 1; and

2. Unless the context requires otherwise, words or expressions contained in these Articles have the same meaning as in the Companies Act 2006 but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
3. In these Articles, unless the context otherwise requires:
 - 3.1 words in the singular include the plural, and vice versa;
 - 3.2 words importing any gender include all genders; and
 - 3.3 a reference to a person includes a reference to a body corporate and to an unincorporated body of persons.
4. In these Articles:
 - 4.1 references to writing include references to typewriting, printing, lithography, photography and any other modes of representing or reproducing words in a

legible and non-transitory form, whether sent or supplied in electronic form or made available on a website or otherwise;

- 4.2 references to "other" or "otherwise" shall not limit the generality of any subsequent words or be construed as being limited to the same class, type or kind as the preceding words, where a wider construction is possible;
 - 4.3 references to government and other institutions include references to any government (supranational, national, regional, municipal, local or otherwise), state or other authority and to any arm or agency of government, as well as to any public body, any body exercising public functions and any non-governmental organisation, in each case whether in the UK or overseas;
 - 4.4 references to "include" or "including" are to be construed without limitation; and
 - 4.5 references to a power are to a power of any kind, whether administrative, discretionary or otherwise.
5. The headings are inserted for convenience only and do not affect the construction of these Articles.

EXCLUSION OF OTHER REGULATIONS

6. No regulations or model articles contained in any statute or subordinate legislation, including the regulations contained in the Companies (Model Articles) Regulations 2008, shall apply as the articles of association of the Company.

OBJECTS

7. The Company's objects are set out in Schedule 1, but for convenience its principal objects are reproduced below:
- 7.1 to act as a trade association for the UK water and wastewater industry;
 - 7.2 to promote, and to harness, stimulate and manage the combined efforts of the Company, government and other institutions to promote, the interests, growth and competitiveness of the UK water and wastewater industry, whether in the UK or overseas;
 - 7.3 to promote and enhance the technical expertise and other merits, reputation and good standing of the UK water and wastewater industry;
 - 7.4 to provide a forum, market group or working party for the discussion among Members and with others, of issues which concern the interests of the UK water and wastewater industry and to convey informed opinion on these matters to government and other institutions;
 - 7.5 to promote exports of goods and services provided by or in relation to the UK water and wastewater industry;
 - 7.6 to assess, analyse, stimulate and develop UK and overseas markets for the benefit of the UK water and wastewater industry;
 - 7.7 to monitor, seek to influence and campaign for or against policies, proposals, decisions, and legislative or regulatory instruments of government and other

institutions in the UK and overseas which are relevant to the interests of the UK water and wastewater industry, to make government and other institutions aware of those interests and of the views of Members and to establish and foster such contacts with representatives of government and other institutions as appear to the Company to be appropriate for those purposes;

- 7.8 to promote, represent and protect the common interests of Members and provide services to assist the long-term capability and performance of Members;
 - 7.9 to publicise and inform Members of the activities of the Company and to provide information to them on matters relating, or of interest, to the UK water and wastewater industry, whether in the UK or overseas; and
 - 7.10 to organise, arrange, promote, manage and participate in trade missions, visits, export activities, exhibitions, conferences, receptions, seminars, debates, tours and lectures, both within the UK and overseas, for the benefit of Members.
8. The statement of the Company's principal objects in Article 7 above shall be interpreted in the same way as, and as one with, the statement of the Company's objects in Schedule 1 (including in accordance with paragraph 2 of that Schedule, as if in that paragraph the reference to "this Schedule" included a reference to Article 7, the reference to "the preceding paragraphs 1.1 to 1.41" included a reference to the paragraphs in Article 7.1 to 7.10, and the subsequent references to paragraphs were construed accordingly), but in the event of any inconsistency (including any difference of interpretation) between the former statement and the latter statement, the latter shall prevail; and the references in Article 7 and this Article to objects as "principal" objects are not to be taken as indicating that those objects take precedence over, or carry greater weight than, the other objects of the Company.

LIABILITY OF MEMBERS

- 9. The liability of the Members is limited.
- 10. Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company 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 amongst themselves, such amount as may be required not exceeding five pounds (£5).

DISTRIBUTION

- 11. The profits (if any) or other income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set out in these Articles and no dividend, bonus or other distribution of profits or assets, howsoever effected, shall be paid or made to the Members directly or indirectly, provided that nothing herein shall prevent any payment in good faith by the Company of proper fees or other remuneration for any services actually rendered to the Company or reimbursement of expenses properly incurred in connection with or while acting on behalf of the Company to any Member, officer or employee of the Company, nor prevent the payment of interest at a commercial rate from time to time on any money lent by any Member to the Company, nor the payment of proper rent for premises let or demised by any Member to the Company nor the payment to any Member or Director or other officer being a solicitor, accountant or other person engaged

in any profession of all usual professional or other charges for work done by him or his firm in connection with the establishment of the Company or the promotion of the objects of the Company nor the payment in such connection to any company of which a Director or other officer of the Company is a member or officer and such Director or other officer shall not be bound to account for any such payment.

ADMISSION AS A MEMBER

12. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with Articles 13 to 16 shall be Members of the Company.
13. The Directors may establish classes or categories of Members designated in such manner and by reference to such qualifying criteria and subject to such admission procedures as the Directors may determine.
14. No person shall be admitted as a Member unless his admission as such is approved by the Directors.
15. The Directors shall have absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to give any reason for their decision.
16. Every person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Directors may require (including a guarantee in the form of Schedule 2 to these Articles or such other form as the Directors may require), duly executed by him.
17. Each Member shall be liable to pay such annual or other periodic subscription to the Company as shall be determined by the Directors and notified to the Members from time to time (the "**Subscription**").
18. Each Subscription shall be payable on such date or dates as may be determined by the Directors and notified to the Members.
19. The Directors may fix the amount or rate of any Subscription by reference to the level of income or turnover attributable to water related business of Members or to other income of Members or by reference to such other criteria as the Directors may determine and the Directors may fix different amounts or rates of Subscription in respect of different Members or different classes or categories of Members.
20. At all times, a majority of the Members of the Company must be normally resident in the UK.

CEASING TO BE A MEMBER

21. A Member may at any time withdraw from membership of the Company by giving at least 12 calendar months' notice in writing (or such shorter period of notice as may be approved by the Directors) to the Company at the Office but any such withdrawal is without prejudice to the obligation of the Member to pay any Subscription due in accordance with these Articles.
22. Membership shall not be transferable and a Member shall cease to be a Member on the occurrence of any of the following events:

- 22.1 the expiry of the notice period of a notice given under Article 21;
- 22.2 death of the Member;
- 22.3 bankruptcy of the Member or in the case of a Member which is a body corporate, the appointment of a receiver, manager, administrator or administrative receiver over all or the major part of its assets or the making of a general composition with its creditors or the winding up or dissolution of such body corporate (or in the case of an overseas body corporate such a situation which in the opinion of the Directors is comparable to any of the foregoing);
- 22.4 if the Directors so resolve in the event that any Subscription due to the Company is not paid by that Member within such period after the due date for payment as may be allowed by the Directors;
- 22.5 if the Directors so resolve in the event of the Member ceasing to be normally resident in the UK; or
- 22.6 if the Directors resolve that it is no longer appropriate that a particular Member should continue to be a Member (having given notice to such Member of the proposal to remove him),

provided that on ceasing to be a Member, a person shall forfeit all benefits and interest in the funds of the Company but shall remain liable for any Subscription due in accordance with these Articles.

CLASSES OF ASSOCIATE MEMBERS

- 23. The Directors may establish classes or categories of Associate Members designated in such manner and by reference to such qualifying criteria and subject to such admission procedures as the Directors may determine.
- 24. Such persons shall not by reason of being a member of any such class of Associate Members be Members of the Company within the meaning in Article 1, but they shall have such rights (other than the right to vote at general meetings) and be subject to such restrictions as the Directors may from time to time determine.
- 25. The Directors may in their absolute discretion by notice in writing to the person concerned remove any person from any class or category of Associate membership.

DIRECTORS – NUMBER, TERM OF OFFICE AND RESIDENCE

- 26. Unless otherwise determined by the Company by ordinary resolution the number of Directors shall be not less than two.
- 26A. The Directors may propose to the Company in annual general meeting the confirmation of appointment as Directors of
 - i) persons who shall be the chairmen of Market Groups established by the Directors under Article 43 (“the Forum Chairmen”). No person who is not a Member of the Company or a representative of a Member of the Company which is a body corporate shall be appointed or act as a Forum Chairman. The Forum Chairmen shall retire from office on the second anniversary of their election as Forum Chairmen by the Members of the Company in accordance with the terms of reference of that Market

Group. Save as provided for in Article 32.1, the Forum Chairmen shall not be eligible for re-appointment;

- ii) persons who are senior executives in the employ of the Company ("Executive Directors"). The Executive Directors shall retire from office at the third annual general meeting following that at which they were last appointed and shall be eligible for re-appointment; and
- iii) persons ("Non-Executive Directors") who are neither Forum Chairmen nor Executive Directors. The Non-Executive Directors shall retire from office at the third annual general meeting following that at which they were last appointed and shall be eligible for re-appointment for a further three-year term. Any Non-Executive Director who has held office for a continuous period of six years shall not be eligible for re-appointment until three further years have lapsed save that the Directors may propose the re-appointment of a Non-Executive Director for an additional period of up to three years.

26B Office as a Director prior to the adoption of this Article shall be deemed office as a Director for the purpose of Article 26A.

26C The Chairman shall be appointed by the Directors from persons who are Non-Executive Directors for a term not normally exceeding three years. The Chairman shall not be subject to retirement under Article 26A while he continues to hold office as Chairman but he shall be subject to the same provisions for resignation and removal as the other Directors.

27. A majority of the Directors of the Company for the time being shall be normally resident in the UK.

APPOINTMENT AND RETIREMENT OF DIRECTORS

28. (Revoked 13.06.18)

29. (Revoked 13.06.18).

30. (Revoked 13.06.18).

31. (Revoked 13.06.18).

32. No person shall be appointed or reappointed as a Director at any general meeting unless:

- 32.1 he is recommended by the Directors as a Forum Chairman pursuant to Article 26A(i) following his election by the Members of the Company in accordance with the terms of reference of that Market Group or, in the event that no nominations are received from the Members, the agreement of the Directors that his term of office be extended for a further two years; or
- 32.2 he is proposed by the Directors as an Executive Director pursuant to Article 26A(ii); or
- 32.3 he is recommended by the Directors as a Non-Executive Director pursuant to Article 26A(iii) following nomination by two Members in accordance with this Article. Such nomination shall take the form of a notice in writing signed by two Members proposing the appointment of the person as a Non-Executive Director and signed by the person proposed expressing his willingness to be appointed.

34. 33. Subject to the provisions of these Articles, the Company may by ordinary resolution appoint a person who is willing to act as a Director, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director. The Directors may appoint a person who is willing to act as a Director, and is permitted by law to do so, to be a Director, either to fill a vacancy or as an additional Director. A Director so appointed shall retire at the next annual general meeting following his appointment. If not reappointed at such annual general meeting, he shall cease to be a Director at the end of the meeting.

35. (Revoked 13.06.18).

POWERS OF DIRECTORS

36. Subject to the provisions of these 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.
37. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.
38. The powers given by Article 36 shall not be limited by any special power given to the Directors by these Articles and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.
39. The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution may invalidate anything which the Directors have done before the passing of the resolution.
40. 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.

COMMITTEES

41. The Directors may establish one or more committees ("**Committees**"), including Market Groups and the UK Forum, the International Forum and the Technical Forum.
42. A Committee shall comprise:
- 42.1 one or more Directors only (a "**Board Committee**"); or
- 42.2 one or more Directors together with one or more persons who are Members (a "**Market Group**").
43. Market Groups may be formed by the Directors to deal with any matters within the scope of the objects of the Company. In particular, but without limitation, a Market Groups may be formed by the Directors to deal with the following matters:
- 43.1 the UK-focused activities of the Company (the "**UK Forum**");
- 43.2 the international business development and export activities of the Company (the "**International Forum**"); and

- 43.3 the technical activities of the Company (the “**Technical Forum**”)
44. Observers and advisers may be invited to participate in Market Group proceedings but may not vote.
45. *The Directors shall determine the powers and terms of reference, and may determine the procedure of a Committee, failing which, subject to Article 50, the Committee shall determine its own procedure.*

DELEGATION OF POWERS OF THE DIRECTORS

46. Subject to the provisions of these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:
- 46.1 to such person or Committee including the Chief Executive, any Director holding any other executive office or any other Director;
- 46.2 by such means (including by power of attorney);
- 46.3 to such an extent;
- 46.4 in relation to such matters or territories; and
- 46.5 on such terms and conditions,
- as they think fit.
47. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
48. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
49. The power to delegate under Article 46 includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any Director.
50. Subject to Article 51, the proceedings of any Committee appointed under Articles 41 and 42 with two or more Members shall be governed by such of these Articles as regulate the proceedings of Directors so far as they are capable of applying.
51. The Directors may make rules regulating the proceedings of such Committees, which shall prevail over any rules derived from these Articles pursuant to Article 50 if, and to the extent that, they are not consistent with them.
52. References in these Articles to a Committee of the Directors are to a Committee established in accordance with these Articles, whether or not comprised wholly of Directors.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

53. A person ceases to be a Director as soon as:
- 53.1 that person ceases to be a Director by virtue of any provision of the Acts or is prohibited by law from being a Director;
- 53.2 that person becomes bankrupt or makes any arrangement or composition with his creditors generally in satisfaction of that person's debts;

- 53.3 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;
- 53.4 that person resigns his office by notice to the Company;
- 53.5 that person has for more than 6 consecutive months been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that that person should therefore cease to be a Director;
- 53.6 that person is requested in writing by all the other Directors to resign; or
- 53.7 that person, being a Forum Chairman, ceases to be a Member of the Company or ceases to be a representative of a Member of the Company which is a body corporate.

EXPENSES AND FEES OF DIRECTORS

- 54. Directors may be paid travelling, hotel and other expenses of whatsoever nature properly incurred by them in connection with their attendance at meetings of the Directors, Board Committees, Market Groups or general meetings of the Company or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company, whether in the UK or elsewhere in the world.
- 55. The Directors shall be entitled to be paid such fees for their services in the office of Director as the Company may by ordinary resolution determine and, unless the resolution otherwise provides, any such fees shall be deemed to accrue from day to day and shall be distinct from and additional to any remuneration or other benefits which may be paid or provided to any Director pursuant to any other provision of these Articles.

DIRECTORS' APPOINTMENTS AND INTERESTS

- 56. The Directors may appoint one or more of their number to the office of Chief Executive or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company.
- 57. Provided that a Director has disclosed to the other Directors the nature and extent of any material interest of his, a Director notwithstanding his office:
 - 57.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 57.2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise interested;
 - 57.3 may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he

were not a Director (provided that nothing in this Article shall authorise a Director or his firm to act as auditor to the Company);

- 57.4 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate;
- 57.5 shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate;
- 57.6 shall not be required to disclose to the Company, or use in performing his duties as a Director of the Company, any confidential information relating to such office or employment if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with such office or employment; and
- 57.7 may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to such office, employment, transaction, arrangement or interest,

and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

58. For the purpose of Article 57:

- 58.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;
- 58.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his;
- 58.3 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 subsidiary undertaking of the Company;
- 58.4 a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
- 58.5 a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware).

59. The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

- 59.1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which

may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and

- 59.2 a Director to accept or continue in any office, employment or position in addition to his office as a director of the Company and, without prejudice to the generality of Article 59.1, may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that the authorisation is effective only if (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director, and (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

60. If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 59 then (subject to such terms and conditions, if any, as the Directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below):

- 60.1 the Director shall not be required to disclose to the Company, or use in performing his duties as a director of the Company, any confidential information relating to such matter, or such office, employment or position if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;
- 60.2 the Director may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position; and
- 60.3 a Director shall not, by reason of his office as a director of the Company, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position.

DIRECTORS' GRATUITIES AND PENSIONS

61. The Directors may (by establishment of, or maintenance of, schemes or otherwise) provide benefits, whether by the payment of allowances, gratuities or pensions or by insurance or death, sickness or disability benefits or otherwise, for any Director who holds or has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse or civil partner or a former spouse or former civil partner) or any person who is or was dependant on him, and may (before as well as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF THE DIRECTORS

62. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. . The Chairman shall preside at all meetings of the Directors and if at any meeting of the Directors the Chairman is not present within five minutes after the time

appointed for holding the same, the Directors present may choose one of their number to act as Chairman.

63. A Director may, and the Secretary, at the request of any Director shall, call a meeting of the Directors.
64. Notice of a meeting of the Directors may be given to a Director personally, or by telephone, or sent in hard copy form to him at a postal address in the UK notified by him to the Company for this purpose, or sent in electronic form to such electronic address (if any) as may for the time being be notified by him to the Company for that purpose. A Director may waive notice of any meeting of the Directors and any such waiver may be retrospective.
65. It shall not be necessary to give notice of a meeting to a Director who is absent from the UK, unless he has requested that notices of meetings shall during his absence be given in hard copy form or in electronic form to him at a postal address or electronic address notified by him to the Company for that purpose. Such notices however need not be given any earlier than notices given to Directors not so absent.
66. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall (unless he is not entitled to vote on the resolution in question) have a second or casting vote.
67. A meeting of the Directors may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates in the meeting is able:
 - 67.1 to hear each of the other participating Directors addressing the meeting; and
 - 67.2 if he so wishes, to address each of the other participating Directors simultaneously,whether directly, by conference telephone or by any other form of communication equipment (whether in use when this Article is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of Directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates at the start of the meeting.
68. 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 two. A Director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote (or when his vote cannot be counted) but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting.
69. 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 Director or Directors may act only for the purpose of calling a general meeting.
70. Without prejudice to the provisions of the Acts the acts of a person acting as a Director are valid notwithstanding that it is afterwards discovered:

- 70.1 that there was a defect in his appointment;
 - 70.2 that he was disqualified from holding office;
 - 70.3 that he had ceased to hold office; or
 - 70.4 that he was not entitled to vote on the matter in question.
71. A resolution in writing agreed to by all the Directors entitled to receive notice of a meeting of the Directors or of a Committee of the Directors and who would be entitled to vote (and whose vote would have been counted) on the resolution at a meeting of the Directors shall (if that number is sufficient to constitute a quorum) be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a Committee of the Directors duly convened and held. A resolution in writing is adopted when all such Directors have signed one or more copies of it or have otherwise indicated their agreement to it in writing.
72. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision making process for quorum or voting purposes.
73. However if Article 74 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision making process.
74. This Article applies when:
- 74.1 the Company by ordinary resolution disapplies the provision of these Articles which would otherwise prevent a Director from being counted as participating in the decision making process;
 - 74.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 74.3 the Director's conflict of interest arises from a permitted cause.
75. For the purposes of Article 74, the following are permitted causes:
- 75.1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries; and
 - 75.2 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
76. Subject to Article 77, if a question arises at a meeting of the Directors or of a Committee of the 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.
77. 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 resolution 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.

SECRETARY

78. The Directors may appoint a Secretary for such term, at such remuneration, and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

GENERAL MEETINGS

79. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Acts, shall forthwith proceed to convene a meeting in accordance with the provisions of the Acts. If there are not within the UK sufficient Directors to call a meeting, any Director or Member may call a meeting.

NOTICE OF ANNUAL GENERAL MEETING AND OTHER GENERAL MEETINGS

80. An annual general meeting and any other general meeting shall be called by at least 14 clear days' notice.
81. The notice shall specify the time, date 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.
82. The notice shall be given to all Members, and to the Directors and the auditors of the Company. The notice of a meeting must be given in hard copy form, or in electronic form, or by means of a website or partly by one such means and partly by another.
83. Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.
84. The accidental omission to give notice of a meeting to, or the failure to give notice due to circumstances beyond the Company's control 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.

PROCEEDINGS AT GENERAL MEETINGS

85. No business shall be transacted at any general meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or, in the case of a corporate Member, a duly authorised representative of it, shall be a quorum.
86. If such a quorum is not present within 30 minutes after the time appointed for holding the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
87. The Chairman, if any, of the Board of Directors, or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the Chairman nor such other Director (if any) is within 5 minutes after the time appointed for holding the meeting, present and willing to act, the Directors present shall elect one of their

number present and willing to act to be chairman and, if there is only one Director present and willing to act, he shall be chairman.

88. If no Director is present within 5 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
89. A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any meeting. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
90. Subject to the provisions of the Acts, any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company, or at any separate meeting of any class of the Members. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person or persons so authorised is present at it. The Company may require such person or persons to produce a certified copy of the resolution before permitting him to exercise his powers.
91. In the case of any general meeting, the Directors may, notwithstanding the specification in the notice convening the general meeting of the place at which the chairman of the meeting shall preside (the "**Principal Place**"), make arrangements for simultaneous attendance and participation by electronic means allowing persons not present together at the same place to attend, speak and vote at the meeting (including the use of satellite meeting places). The arrangements for simultaneous attendance and participation at any place at which persons are participating, using electronic means may include arrangements for controlling or regulating the level of attendance at any particular venue provided that such arrangements shall operate so that all Members and proxies wishing to attend the meeting are able to attend at one or other of the venues.
92. The Members or proxies at the place or places at which persons are participating via electronic means shall be counted in the quorum for, and be entitled to vote at, the meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that the Members or proxies attending at the places at which persons are participating via electronic means are able to:
 - 92.1 participate in the business for which the meeting has been convened; and
 - 92.2 see and hear all persons who speak (whether through the use of microphones, loud speakers, audiovisual communication equipment or otherwise) in the Principal Place (and any other place at which persons are participating via electronic means).
93. For the purposes of all other provisions of these Articles (unless the context requires otherwise), the Members shall be treated as meeting at the Principal Place.
94. If it appears to the chairman of the meeting that the facilities at the Principal Place or any place at which persons are participating via electronic means have become inadequate for the purposes set out in Articles 92.1 and 92.2 above, the chairman of the meeting may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the point of the adjournment shall be valid. The provisions of Article 95 shall apply to that adjournment.

95. The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which *might properly have been transacted at the meeting had the adjournment not taken place*. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

AMENDMENTS TO RESOLUTIONS

96. A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 96.1 the chairman of the meeting proposes the amendment at the meeting at which the resolution is to be proposed; and
 - 96.2 the amendment does not go beyond what is necessary to correct a clear error in the resolution.
97. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 97.1 written notice of the terms of the proposed amendment and of the intention to move the amendment have been delivered to the Company at the Office at least 48 hours before the time for holding the meeting or the adjourned meeting at which the ordinary resolution in question is proposed and the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution; or
 - 97.2 the chairman of the meeting, in his absolute discretion, decides that the proposed amendment may be considered or voted on.
98. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted on. If an amendment proposed to any resolution under consideration is ruled out of order by the chairman of the meeting, the proceedings on the resolution shall not be invalidated by any error in the ruling.

POLLS

99. A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is validly demanded.
100. Subject to the provisions of the Acts, a poll may be demanded:
- 100.1 by the chairman of the meeting;
 - 100.2 by at least 2 Members having the right to vote at the meeting; or
 - 100.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting,

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

101. Unless a poll is validly demanded and the demand is not subsequently withdrawn a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded in favour of or against the resolution.
102. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
103. A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the decision of the meeting in respect of the resolution on which the poll was demanded.
104. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall not have any casting vote and the relevant resolution shall be deemed not to have been carried.
105. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman of the meeting directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the meeting from continuing for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
106. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
107. A vote given or poll demanded by a corporate representative shall be valid notwithstanding that he is no longer authorised to represent the Member unless notice of the termination was delivered in writing to the Company at such place or address and by such time as is specified in Article 115 for the receipt of an appointment of proxy.

VOTES OF MEMBERS

108. On a show of hands every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a Member entitled to vote, shall have one vote and on a poll every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote.
109. A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. The appointment of a

proxy shall be deemed also to confer authority to demand or join in demanding a poll. Delivery of an appointment of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A proxy need not be a Member of the Company.

110. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the UK or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by any person authorised in that behalf appointed by that court, and the person so authorised may exercise other rights in relation to general meetings including appointing a proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles for the delivery or receipt of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
111. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
112. The Company shall not be bound to enquire whether any proxy or corporate representative votes in accordance with the instructions given to him by the Member he represents and if a proxy or corporate representative does not vote in accordance with the instructions of the Member he represents the vote or votes cast shall nevertheless be valid for all purposes.
113. An appointment of proxy shall be in writing, in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the appointor which in the case of a corporation may be either under its common seal or under the hand of a duly authorised officer or other person duly authorised for that purpose. The signature on the appointment of proxy need not be witnessed.
114. The Directors may (and shall if and to the extent that the Company is required to do so by the Acts) allow an appointment of proxy to be sent or supplied in electronic form subject to any conditions or limitations as the Directors may specify. Where the Company has given an electronic address in any instrument of proxy or invitation to appoint a proxy, any document or information relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, an appointment of proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.
115. An appointment of proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:
 - 115.1 be received at the Office or at such other place within the UK as is specified in the notice convening the meeting or in any appointment of proxy sent out or made available by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates;
 - 115.2 in the case of an appointment of proxy in electronic form, be received at the electronic address specified in the notice convening the meeting, or in any instrument of proxy or any invitation to appoint a proxy sent out or made

available by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates;

- 115.3 in the case of a poll taken more than 24 hours after it is demanded, be received as aforesaid after the poll has been demanded and not less than 2 hours before the time appointed for the taking of the poll; or
 - 115.4 where the poll is not taken during the meeting but is taken not more than 24 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Director.
116. A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office or at such other place at which the appointment of proxy may be duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
117. The directors may at the expense of the Company send or make available appointments of proxy or invitations to appoint a proxy to the Members by post or by electronic means or otherwise (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of any class of Members either in blank or nominating in the alternative any one or more of the Directors or any other person. If for the purpose of any meeting, appointments of proxy or invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the meeting and to vote at it. The accidental omission, or the failure due to circumstances beyond the Company's control, to send or make available such an appointment of proxy or give such an invitation to, or the non-receipt thereof by any Member entitled to attend and vote at a meeting, shall not invalidate the proceedings at that meeting.

MINUTES

118. The Directors shall cause minutes to be made in books kept for the purpose:
- 118.1 of all appointments of officers made by the Directors; and
 - 118.2 of all proceedings at meetings of the Company, and of the Directors and of Board Committees including the names of the Directors present at each such meeting.
119. Minutes shall be retained for at least ten years from the date of the appointment or meeting and shall be kept available for inspection in accordance with the Acts.

ACCOUNTS

120. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute, by order of the court or authorised by the Directors or by ordinary resolution of the Company.

NOTICES

121. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
122. Any notice, document or information may (without prejudice to Articles 128 and 129) be sent or supplied by the Company to any Member:
 - 122.1 personally;
 - 122.2 by sending it by post in a prepaid envelope addressed to the Member at his registered address or postal address given pursuant to Article 124, or by leaving it at that address;
 - 122.3 by sending it in electronic form to a person who has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and has not revoked that agreement); or
 - 122.4 by making it available on a website, provided that the requirements in Article 123 and the provisions of the Acts are satisfied.
123. The requirements referred to in Article 122.4 are that:
 - 123.1 the Member has agreed (generally or specifically) that the notice, document or information may be sent or supplied to him by being made available on a website (and has not revoked that agreement), or the Member has been asked by the Company to agree that the Company may send or supply notices, documents and information generally, or the notice, document or information in question, to him by making it available on a website and the Company has not received a response within the period of 28 days beginning on the date on which the Company's request was sent and the Member is therefore taken to have so agreed (and has not revoked that agreement);
 - 123.2 the Member is sent a notification of the presence of the notice, document or information on a website, the address of that website, the place on that website where it may be accessed, and how it may be accessed ("**notification of availability**");
 - 123.3 in the case of a notice of meeting, the notification of availability states that it concerns a notice of a company meeting, specifies the place, time and date of the meeting, and states whether it will be an annual general meeting; and
 - 123.4 the notice, document or information continues to be published on that website, in the case of a notice of meeting, throughout the period beginning with the date of the notification of availability and ending with the conclusion of the meeting and in all other cases throughout the period specified by any applicable provision of the Acts, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the Member, save that if the notice, document or information is made available for part only of that period then failure to make it available throughout that period shall be disregarded where such failure is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

124. A Member whose registered address is not within the UK shall not be entitled to receive any notice, document or information from the Company unless he gives to the Company an address (not being an electronic address) within the UK at which notices, documents or information may be sent or supplied to him.
125. The Company may at any time and at its discretion choose to send or supply notices, documents and information only in hard copy form to some or all Members.
126. A Member present either in person or by proxy, or in the case of a corporate Member by a duly authorised representative, 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.
127. Any notice to be given to a Member may be given by reference to the register of Members as it stands at any time within the period of 21 days before the notice is given; and no change in the register after that time shall invalidate the giving of the notice.
128. Where, by reason of the suspension or curtailment of postal services, the Company is unable effectively to convene a general meeting, the board may decide that the only persons to whom notice of the affected general meeting must be sent are: the Directors; the Company's auditors, those Members to whom notice to convene the general meeting can validly be sent by electronic means and those Members to whom notification as to the availability of the notice of meeting on a website can validly be sent by electronic means. In any such case the Company shall also advertise the general meeting in at least two leading national daily newspapers published in the UK, and send or supply a confirmatory copy of the notice to Members by post if at least 7 clear days before the meeting the posting of notices to addresses again becomes practicable.
129. Any notice, document or information to be given by the Company to the Members or any of them, not being a notice of general meeting, shall be sufficiently sent or supplied if sent or supplied by advertisement in at least one leading national daily newspaper published in the UK.
130. Any notice, document or information sent or supplied by the Company to the Members or any of them:
- 130.1 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 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;
- 130.2 by being left at a Member's registered address or postal address given pursuant to Article 124 shall be deemed to have been received on the day it was left;
- 130.3 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 Member for the purpose of receiving communications from the Company shall be conclusive evidence that the notice, document or information was sent;
- 130.4 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; and

- 130.5 by advertisement, shall be deemed to have been received on the day on which the advertisement appears.
131. If on three consecutive occasions notices, documents or information sent or supplied to a Member have been returned undelivered, the Member shall not be entitled to receive any subsequent notice, document or information until he has supplied to the Company a new registered address, or a postal address within the UK or (without prejudice to Article 124) shall have informed the Company, in such manner as may be specified by the Company, of an electronic address. For the purposes of this Article, references to notices, documents or information include references to any cheque or other instrument of payment.
132. Where a document is required under these Articles to be signed by a Member or any other person, if the document is in electronic form, then in order to be valid the document must be accompanied by such other evidence as the Directors may require in order to be satisfied that the document is genuine.
133. The Company may designate mechanisms for validating any such document and a document not validated by the use of any such mechanisms shall be deemed as having not been received by the Company. In the case of any document or information relating to a meeting, an instrument of proxy or invitation to appoint a proxy, any validation requirements shall be specified in the relevant notice of meeting in accordance with Articles 80 to 83 and Article 114.

WINDING UP

134. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other institution or institutions having objects which are similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 11, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

INDEMNITY AND INSURANCE

135. Subject to Article 136, the Company may:
- 135.1 indemnify to any extent any person who is or was a Director, or a director of any associated company, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company;
- 135.2 indemnify to any extent any person who is or was a director of an associated company that is a trustee of an occupational pension scheme, directly or indirectly (including by funding any expenditure incurred or to be incurred by

him) against any liability incurred by him in connection with the company's activities as trustee of an occupational pension scheme; and

- 135.3 purchase and maintain insurance for any person who is or was a Director, or a director of any associated company, against any loss or liability or any expenditure he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company,

and for this purpose an associated company means any body corporate which is or was a subsidiary of the Company or in which the Company or any subsidiary of the Company is or was interested.

136. Article 135 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Acts or by any other provision of law.

SCHEDULE 1

OBJECTS OF THE COMPANY

1. The Company's objects are:
 - 1.1 to act as a trade association for the UK water and wastewater industry;
 - 1.2 to promote, and to harness, stimulate and manage the combined efforts of the Company, government and other institutions to promote, the interests, growth and competitiveness of the UK water and wastewater industry, whether in the UK or overseas;
 - 1.3 to promote and enhance the technical expertise and other merits, reputation and good standing of the UK water and wastewater industry;
 - 1.4 to provide a forum, market group or working party for the discussion among Members and with others, of issues which concern the interests of the UK water and wastewater industry and to convey informed opinion on these matters to government and other institutions;
 - 1.5 to promote exports of goods and services provided by or in relation to the UK water and wastewater industry;
 - 1.6 to assess, analyse, stimulate and develop UK and overseas markets for the benefit of the UK water and wastewater industry;
 - 1.7 to monitor, seek to influence and campaign for or against policies, proposals, decisions, and legislative or regulatory instruments of government and other institutions in the UK and overseas which are relevant to the interests of the UK water and wastewater industry, to make government and other institutions aware of those interests and of the views of Members and to establish and foster such contacts with representatives of government and other institutions as appear to the Company to be appropriate for those purposes;
 - 1.8 to promote, represent and protect the common interests of Members and provide services to assist the long-term capability and performance of Members;
 - 1.9 to publicise and inform Members of the activities of the Company and to provide information to them on matters relating, or of interest, to the UK water and wastewater industry, whether in the UK or overseas;
 - 1.10 to organise, arrange, promote, manage and participate in trade missions, visits, export activities, exhibitions, conferences, receptions, seminars, debates, tours and lectures, both within the UK and overseas, for the benefit of Members;
 - 1.11 to establish and maintain libraries, databases and information storage and retrieval systems and to produce and disseminate publications and trade commercial, scientific, technical, regulatory and other material of any nature (whether gratuitously or otherwise);
 - 1.12 to provide public relations, public information, publicity and media services and facilities and library information and enquiries services on behalf of the Members;

- 1.13 to carry out, commission research, analysis or investigation in relation to any matter which is relevant to the interests of the UK water and wastewater industry;
- 1.14 to encourage and facilitate the training and education of persons connected with the UK water and wastewater industry;
- 1.15 to employ and remunerate officers and employees, to establish and maintain, and to subscribe or contribute to, any pension or superannuation funds for the benefit of any persons who are or were at any time officers or employees of the Company or of any company which is a subsidiary of or associated with the Company or of any organisation which is a predecessor of the Company, and to provide pensions or allowances for any such persons on or after their retirement, and to so provide for or make grants to spouses, former spouses, families, relatives and dependants of any such persons;
- 1.16 to apply and campaign for, support, and obtain any Acts of Parliament, legislative or regulatory instruments, charters, privileges, concessions, licences or authorisations of any government, state, municipality, regulatory body or other authority for furthering the interests of the UK water and wastewater industry, or for enabling the Company to further any of its objects or for extending any of the Company's powers, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose and campaign against any instruments, proposals, decisions, actions, steps, proceedings or applications which may seem to the Directors to be likely or calculated, directly or indirectly, to prejudice the interests of the UK water and wastewater industry or of the Members;
- 1.17 to enter into any arrangement and co-operate with any governments or authorities (supreme, municipal, local or otherwise), or with any corporations, companies or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable for the achievement of its objects and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions;
- 1.18 to co-operate with practitioners, manufacturers, dealers, traders, and any other commercial enterprises, the press and other sources of publicity for the purposes of promoting the objects of the Company;
- 1.19 to purchase or by any other means acquire and hold any real or personal property, and to sell, improve, develop, manage, demise, let, exchange, mortgage, charge, sell, grant licences, options, rights and privileges in respect of, dispose of, turn to account or otherwise deal with the same, and to construct, maintain, repair or alter any buildings or works;
- 1.20 to accept (with or without conditions) and hold gifts, devises, bequests and transfers of real and personal property, and to exercise in relation thereto any of the powers specified in paragraph 1.19;
- 1.21 to undertake and execute any trusts necessary for the attainment of any of the objects of the Company;

- 1.22 to sell or otherwise dispose of the whole or any part of the business, undertaking or property of the Company, either together or in portions, for such consideration as the Company may think fit subject to proper professional advice;
- 1.23 to construct, manage, 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, undertaking and rights of the Company;
- 1.24 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the UK or elsewhere any domain names, patents, patent rights, brevets d'invention, licences, secret processes, trade marks, 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;
- 1.25 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as the Directors may think fit;
- 1.26 to arrange or form or concur in arranging for the incorporation or acquisition (in any part of the world) of any limited or other company or companies and to transfer, pay or lend the whole or any part of the property of the Company to any company or corporation (which is wholly beneficially owned and controlled by the Company) in consideration of cash or shares, stock or securities of the company or corporation or for such other consideration whatsoever as the Company shall think fit;
- 1.27 to acquire or undertake the whole or any part of the business, undertaking, goodwill and assets of any person, firm, company, organisation or other body carrying on or proposing to carry on any of the businesses or activities which the Company is authorised to carry on and as part of the consideration for such acquisition or undertaking to undertake all or any of the liabilities of such person, firm, company, organisation or other body, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm, company, organisation or other body, or for subsidising or otherwise assisting any such person, firm, company or other body, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, 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;
- 1.28 to promote any other company for the purpose of acquiring the whole or any part of the business or undertaking or property or any of the liabilities of the Company, or of undertaking any business or activity which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;

- 1.29 to establish and promote any other organisation having or including objects similar to those of the Company;
- 1.30 to amalgamate with any company, institution, society, association or organisation which has objects similar to those of the Company or which is a trade or professional association or representative body;
- 1.31 to borrow or raise monies upon such terms as may be deemed expedient by the Directors and to secure the payment of moneys in such manner as may be thought fit, and in particular by the creation of any lien, mortgage or charge upon the whole or any part of the Company's property or assets;
- 1.32 by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 1.33 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments for the purposes of or in connection with the objects of the Company;
- 1.34 to lend and advance money or give credit on any terms and with or without security to any person, firm, organisation or company (including without prejudice to the generality of the foregoing any subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm, organisation or company (including without prejudice to the generality of the foregoing any such subsidiary, fellow subsidiary or associated company as aforesaid);
- 1.35 to give financial support, either by means of payments under covenant or other agreement, or in such other manner as may be deemed expedient, to any organisations whether corporate or unincorporate wheresoever situate (notwithstanding that it may be a Member of the Company) concerned with the furtherance of all or any of the objects of the Company;
- 1.36 to issue appeals for and collect money and goods in kind, and to organise and promote concerts, exhibitions, conferences, auctions, sports events, competitions or entertainments of any kind for the purposes of raising funds for carrying out the objects of the Company;
- 1.37 to make any donation either in cash or other property for the furtherance of the objects of the Company;
- 1.38 to pay out of the funds of the Company the costs of or incidental to forming and registering the Company;
- 1.39 to procure the Company to be registered or recognised in any part of the world;
- 1.40 to do all or any of the things or matters aforesaid in any part of the world and either as principal, agent, contractor or otherwise, and by or through agents,

brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

- 1.41 to do all such other things as the Directors consider incidental or conducive to the attainment of the above objects or any of them or otherwise for the benefit of the Company.

2. In this Schedule:

- 2.1 the objects specified in each of the preceding paragraphs 1.1 to 1.41 shall be separate and distinct objects of the Company and accordingly shall not be in any way limited or restricted (except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the objects occur or the name of the Company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph (except so far as otherwise expressly stated);
- 2.2 references to the objects of the Company include references to any of them;
- 2.3 references to the UK water and wastewater industry:
 - 2.3.1 include references to any part of, or business, undertaking or activity comprised within it; and
 - 2.3.2 include references to any business, undertaking or activity comprised within the water and wastewater industry and carried on, whether in the UK or overseas, by a company incorporated or having its principal place of business in the UK or by a subsidiary (wherever incorporated) of such a company,

(and for this purpose references to a business, undertaking or activity comprised within the water and wastewater industry include references to a business, undertaking or activity involved in the provision of water or wastewater services or the production, distribution or supply of materials or services for use in or in connection with such provision or any infrastructure relating to such provision);
- 2.4 references to water and wastewater are to those subjects, or either of them, in the broadest sense and include, where the context permits, ultra-pure water, industrial water, grey water and treated effluent; and
- 2.5 references to the interests of the UK water and wastewater industry or of Members include references to interests of an environmental nature or having an *environmental aspect (including climate change and renewable energy)*, so far as relevant to water or wastewater.

SCHEDULE 2
FORM OF GUARANTEE

To: British Water

[address]

In consideration of being admitted as a Member of British Water, (insert Member's full name),

(insert Member's full name),

undertakes to contribute to the assets of the Company, in the event of the same being wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Company contracted before it 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 amongst themselves, such amount as may be required not exceeding five pounds (£5).

Signed _____

Dated _____