

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

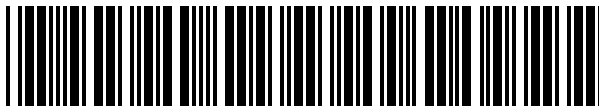
Company Number **16011902**

The Registrar of Companies for England and Wales, hereby certifies that

CIGRE UK LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **11th October 2024**



N160119027



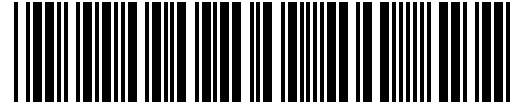
Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Application to register a company



Received for filing in Electronic Format on the: **10/10/2024**

XDDFYTWG

<i>Company Name in full:</i>	CIGRE UK LIMITED
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	C/O FRANCIS CLARK LLP MELVILLE BUILDING EAST, UNIT 18 23 ROYAL WILLIAM YARD PLYMOUTH DEVON UNITED KINGDOM PL1 3GW
<i>Sic Codes:</i>	74909

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **MARK WALDRON**

Address **1 CHURCH ROAD
BUBBENHALL
COVENTRY
ENGLAND
CV8 3BE**

Amount Guaranteed **1**

Name: **JONATHAN CHAPMAN**

Address **76 MAIN ROAD HOLMESFIELD
DRONFIELD
DERBYSHIRE
UNITED KINGDOM
S18 7WT**

Amount Guaranteed **1**

Name: **MARTIN ANSELL**

Address **11 HODDERS WAY
CARGREEN
SALTASH
ENGLAND
PL12 6NY**

Amount Guaranteed **1**

Name: **JAMES YU**

Address **64 WOODEND DRIVE
GLASGOW
SCOTLAND
G13 1TG**

Amount Guaranteed **1**

Name: **JOHN FINN**

Address **50 ERRINGTON ROAD PONTELAND
NEWCASTLE UPON TYNE
UNITED KINGDOM**

NE20 9LB

Amount Guaranteed **1**

Lawful Purpose Statement

The subscribers confirm that the company has been formed for lawful purposes.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

<i>Name:</i>	MARK WALDRON
<i>Authenticated</i>	YES
<i>Name:</i>	JONATHAN CHAPMAN
<i>Authenticated</i>	YES
<i>Name:</i>	MARTIN ANSELL
<i>Authenticated</i>	YES
<i>Name:</i>	JAMES YU
<i>Authenticated</i>	YES
<i>Name:</i>	JOHN FINN
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of CIGRE UK LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
MARK WALDRON	Authenticated Electronically
JONATHAN CHAPMAN	Authenticated Electronically
MARTIN ANSELL	Authenticated Electronically
JAMES YU	Authenticated Electronically
JOHN FINN	Authenticated Electronically

Dated: 10/10/2024

THE COMPANIES ACT
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
of
CIGRE UK LIMITED

PART 1

DETAILS, INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined Terms

1.1 In these Articles, unless the context requires otherwise:

Act means the Companies Act 2006 as modified by statute or re-enacted from time to time.

Articles means these articles of association, as may be amended from time to time.

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

Board means the board of directors of the Company established from time to time in accordance with Article 18, the members of which are the directors of the Company for the purposes of the Act.

Chair means the person elected from time to time in accordance with these Articles as the chairperson of the Company.

chair of the meeting has the meaning given in Article 31.2.

CIGRE means the international non-profit making Association known as CIGRE registered in France whose Head Office is situated at 21 Rue D'Artois – 75008 PARIS – France.

CIGRE Statutes means the statutes describing the objectives and governance of CIGRE developed in the Official Document “Rules of Procedure” drawn up by the Administrative Council of CIGRE.

clear days means a period of days exclusive of the day on which the notice is served and of the day for which it is given.

Company or **CIGRE UK LIMITED** means the company regulated by these Articles.

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

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

electronic form has the meaning given in Section 1168 of the Act.

Financial Committee shall mean the committee of the Company with responsibility for the financial management and controls of the Company’s activities established by the Board pursuant to Article 6.

Financial Committee Chair shall mean the person elected to chair the Financial Committee and act as a director of the Company pursuant to Articles 18.3 and 28.2.2.

Financial Controller shall mean the person appointed by the Board to provide coordination and execution of the Company’s financial processes including banking and collection of subscriptions.

general meeting means an annual general meeting or other general meeting of the Company.

hard copy form has the meaning given in Section 1168 of the Act.

member means the persons admitted to the membership of the Company in accordance with Article 24 and any Rules from time to time in force.

National Committee means all members of CIGRE UK LIMITED.

Nominations Committee shall mean the committee of the Company with responsibility for leading the process of CIGRE UK LIMITED member nominations and elections for positions within CIGRE and CIGRE UK LIMITED established by the Board pursuant to Article 6.

Object means the object of the Company as set out in clause 2.1.

ordinary resolution has the meaning given in Section 282 of the Act.

participate has, in relation to a directors' meeting, the meaning given in Article 11.

proxy notice has the meaning given in Article 37.1.

Rules means the rules and regulations of the Company made by the Board or by the Company in general meeting, as amended from time to time.

Secretary means such person as shall be appointed as secretary and act as a director of the Company pursuant to Articles 18.3 and 28.2.2.

special resolution has the meaning given in Section 283 of the Act.

Steering Committee shall mean the committee established by the Board and elected by the members with responsibilities relating to the strategic oversight of the technical direction of the Company. The role of the Steering Committee is to review, approve and monitor the Company's strategies and operational delivery plans to ensure they are consistent with the Object, and that major risks to the long-term reputation of the Company are being addressed by the Board, to monitor the performance of the Board and holding it to account in the control and management of the administration of the Company, and to advise and assist the Board and to provide a forum for debate on strategic and technical matters relating to the Company.

subsidiary has the meaning given in Section 1159 of the Act.

Technical Committee shall mean the committee established by the Board pursuant to Article 6 with responsibilities relating to the technical work undertaken by CIGRE Study committees.

Technical Committee Chair shall mean the person elected to chair the Technical Committee and act as a director of the Company pursuant to Articles 18.3 and 28.2.2.

Unincorporated Association shall have the meaning set out in Article 3.1.1.

Vice-Chair means the person elected from time to time in accordance with these Articles as the deputy chairperson of the Company.

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

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.

1.3 Words importing the singular number shall include the plural number and vice versa. Words importing persons shall include corporations.

1.4 For the purposes of Section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2. Object

2.1 The object for which the Company is established is to further the interests of CIGRE in the United Kingdom of Great Britain and Northern Ireland, in alignment with CIGRE's purpose, mission and values. This purpose of CIGRE is to enable sustainable electricity for all through the development of power system expertise globally. CIGRE UK LIMITED is recognised by the Administrative Council of CIGRE as a National Committee under Article 16 of the CIGRE Statutes.

2.2 The Company shall have four strategic objectives as follows:

2.2.1 To influence and contribute: Provide key information to executives and engineers for influence and awareness; To be the independent technical reference organisation for power systems "end-to-end".

2.2.2 To be vibrant and inclusive: To provide CIGRE UK LIMITED services and activities to enable growth and membership participation.

2.2.3 To develop people and skills of the future: Increase participation, skills and diversity of our growing membership for the wider benefit of members and society; Enhance our relevance in addressing the electric power systems of the future across the globe; To foster engagement, networking and knowledge sharing in the end-to-end power systems sector, in the UK and internationally.

2.2.4 To help shape the electricity system of the future: Understand and influence the development of new technology and practices; Provide independent information to inform society and other sectors as we transition to a decarbonised future.

2.3 The Company shall perform the functions listed in Article 16 of the CIGRE Statutes. These functions shall include, but shall not be limited to, the following:

2.3.1 to organise facilities for meetings of CIGRE sub-committees, study committees or working groups when it is agreed that these should take place in the United Kingdom; and to organise symposia or colloquia that may be held in the UK;

- 2.3.2 to organise technical events, webinars, training seminars and other activities for CIGRE members and potential members in the UK to disseminate information from CIGRE international working groups;
- 2.3.3 to encourage participation by CIGRE UK LIMITED members in CIGRE working groups and the bi-annual CIGRE conference and to support CIGRE UK LIMITED regular members to fulfil their duties to CIGRE study committees;
- 2.3.4 to set up local working groups as may be required from time to time and to delegate to them powers to act on its behalf, except in matters of fundamental policy;

3. Powers

- 3.1 The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its object (**Powers**) and in particular, but without limitation, may:
 - 3.1.1 acquire all of the assets and liabilities and carry out the powers, obligations, duties and general operations of the existing unincorporated association previously acting as the National Committee and known as CIGRE UK LIMITED (the **Unincorporated Association**) and to indemnify the Unincorporated Association, its officers, committee members, members, and members of any of its sub-committees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of the Unincorporated Association and in respect of all liabilities, obligations and commitments (whether legally binding or not) of the Unincorporated Association and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;
 - 3.1.2 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
 - 3.1.3 borrow and raise money in such manner as the directors shall think fit to meet the costs of the Company and its activities, to control expenditure, and to determine payments for services rendered to the Company, and secure the repayment of any

money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;

- 3.1.4 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit or property and in such manner as may from time to time be considered expedient and to dispose of or vary any such investments or securities;
 - 3.1.5 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
 - 3.1.6 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
 - 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
 - 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
 - 3.1.9 provide and assist in the provision of money, materials or other help;
 - 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and
 - 3.1.11 incorporate subsidiary companies to carry on any trade.
- 3.2 The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the members of the Company.
- 3.3 Nothing in Article 3.2 shall prevent the payment in good faith by the Company:

- 3.3.1 reasonable and proper remuneration to any member, director, officer or servant of the Company for any services rendered to the Company. All such services to be specific and agreed in writing prior to provision;
- 3.3.2 to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses incurred in the exercise of their powers and the discharge of their responsibilities in relation to the Company;
- 3.3.3 of interest on money lent by a member of the Company or its directors at a commercial rate of interest;
- 3.3.4 of reasonable and proper rent for premises demised or let by any member of the Company or by any director for fulfilment of the Object;
- 3.3.5 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Company; or
- 3.3.6 other payments as are permitted by these Articles.

4. Liability of Members

- 4.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a member or within one year after they cease to be a member, for any of the items set out in Article 4.2.
- 4.2 The items for which the members undertake to contribute are:
 - 4.2.1 payment of the Company's debts and liabilities contracted before they cease to be a member;
 - 4.2.2 payment of the costs, charges and expenses of winding up; and
 - 4.2.3 adjustment of the rights of the contributories among themselves.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

5. Directors' General Authority

- 5.1 Subject to these Articles, any Rules made pursuant to them and the Act, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the Powers of the Company.
- 5.2 The Board is accountable to the Steering Committee and works within the bounds of the Object and powers set out in these Articles. The Board shall procure that any proposals for significant change, such as changes to objectives, strategy, operational structure, expenditure beyond agreed budget etc. will be brought back to the Steering Committee to be discussed and ratified by the Steering Committee before they are implemented by the Board.
- 5.3 No Rule made by the Company in a general meeting shall invalidate any prior act of the Board which would have been valid if such Rule had not been made.

6. Directors May Delegate

- 6.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
- 6.1.1 to such person or committee or working group;
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions,
- as it thinks fit.
- 6.2 All acts and proceedings delegated under Article 6.1 shall be reported to the Board in due course.

6.3 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

6.4 The Board may revoke any delegation in whole or part, or alter its terms.

7. Committees

7.1 Committees and working groups to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

7.2 The Board may make rules of procedure for all or any committees and working groups, which prevail over rules derived from these Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8. Directors to Take Decisions Collectively

Any decision of the Board must be either a majority decision or a decision taken in accordance with Article 9.

9. Unanimous Decisions

9.1 A decision of the Board is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.

9.4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

10. Calling a Meeting of the Board

10.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least two such meetings shall be held in each year.

10.2 The Board shall report on their activities to the Steering Committee and to the members at the annual general meeting.

10.3 Any director may call a meeting of the Board by giving notice of the meeting to the directors or by directing the Company Secretary to give such notice.

10.4 Notice of any meeting of the Board must indicate:

10.4.1 its proposed date and time;

10.4.2 where it is to take place; and

10.4.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting; including for the avoidance of doubt the means of electronic communication to be used.

10.5 Notice of a meeting of the Board must be given to each director, but need not be in writing. A director who is absent from the UK shall be entitled to notice of a meeting if they have provided a valid email address.

11. Participation in Meetings of the Board

11.1 Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:

11.1.1 the meeting has been called and takes place in accordance with these Articles,
and

11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other. For the avoidance of doubt the directors may hold meetings by telephone or by using any televisual or other electronic or virtual method agreed by resolution of the directors in which all participants may communicate simultaneously with all other participants.

11.3 If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is located.

12. Quorum

12.1 The quorum for meetings of the Board may be fixed from time to time by a decision of the directors, but it must never be less than three, and unless otherwise fixed it is three.

12.2 Subject to Article 12.3, the Board may act notwithstanding any vacancy in their body.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

12.3.1 to fill a casual vacancy arising among the directors in accordance with Article 18.5; or

12.3.2 to call a general meeting so as to enable the members to appoint additional directors.

13. Chairing of Meetings of the Board

13.1 The Chair shall be chairperson of the Board. The Chair shall preside as chairperson at all meetings of the Board at which they shall be present.

13.2 If at any meeting the Chair is not present within 15 minutes after the time appointed for holding the meeting or they are not willing to preside, the Vice-Chair (if any) shall preside. If the Vice-Chair (if any) is also not present or is unwilling to preside within 15 minutes of the time at which a meeting was due to start, the members of the Board present shall choose one of their number to be chairman of the meeting. The person so appointed for the time being is to be treated as the chairperson for the purposes of these Articles.

14. Casting Vote

14.1 If the numbers of votes for and against a proposal are equal, the Chair or other director chairing the meeting of the Board has a casting vote.

14.2 Article 14.1 shall not apply to give a casting vote to the Chair or other director chairing the meeting (as appropriate) if, in accordance with these Articles, the Chair or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15. Conflicts of Interest

15.1 A director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

15.2 A director must absent themselves from any discussions of the Board in which it is possible that a conflict will arise between their duty to act solely in the interests of the Company and any personal interest (including, but not limited to, any personal financial interest).

15.3 If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

15.3.1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

15.3.2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

15.3.3 the unconflicted directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

15.4 In this Article 15 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

16. Records of Decisions to be kept

16.1 The Board must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Board (either at a meeting or by written resolution), and of all resolutions of the Company in a general meeting or by written resolution.

16.2 Any such records, if purporting to be signed by the chairperson of such meeting, or by the chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

16.3 Any such records shall be circulated to all members of the Board.

17. Directors' Discretion to Make Further Rules

The Board shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:

17.1 setting out different categories of membership or affiliates of the Company;

17.2 setting the criteria for admission to membership of the Company for the different categories of members;

17.3 creating regulations, standing orders and/or bye-laws for the better administration of the Company and to regulate the function, role and operation of committees to assist the Board in the better administration of the Company; and

17.4 setting or adopting such other regulations or policies as the Board thinks fit, provided always that any Rules shall be consistent at all times with the Articles and the CIGRE Statutes.

APPOINTMENT OF DIRECTORS

18. Methods of Appointing Directors

18.1 The number of directors when complete shall be not less than three and shall be subject to a maximum of six comprising but not limited to:

- (a) the Chair;
- (b) the Vice-Chair;
- (c) the Secretary;
- (d) the Financial Committee Chair; and
- (e) the Technical Committee Chair.

For the avoidance of doubt, other than the roles of Chair and Vice-Chair, more than one of the above roles may be undertaken by the same individual.

18.2 The people named as the first directors of the Company at Companies House on the date of incorporation of the Company shall be the first directors. Subsequent directors are to be elected by the members from among their number in accordance with Articles 18.3 and 18.4, or co-opted by the directors in accordance with Article 18.5.

18.3 The first directors shall hold office (in the case of the Chair and Vice-Chair) until the CIGRE Paris Session following the first Pre-Session annual general meeting of the Company following the transfer of the assets and operations of the Unincorporated Association to the Company, and (in the case of any other director) until the conclusion of the first Post-Session annual general meeting of the Company following the transfer of the assets and operations of the Unincorporated Association to the Company.

18.4 Subsequent directors (except for the Chair and Vice Chair) elected at the annual general meeting shall hold office from the annual general meeting at which they are elected, until the annual general meeting in the second year following their election, at which meeting they shall retire but if eligible may be re-elected. The Chair and Vice Chair elected at the annual general meeting shall hold office from the Paris Session following the annual general meeting at which they are elected, until the next Paris

Session in the second year following their election, at which point they shall retire but if eligible may be re-elected. A retiring director who remains eligible may be re-elected, but in the case of a retiring Chair or Vice-Chair, they may only be re-elected to those offices for a maximum of three consecutive terms of office including their initial term, (including any term of office served in relation to the Unincorporated Association).

18.5 The directors may at any time co-opt any individual member who is eligible as a director to fill a vacancy in their number or (subject to the maximum number permitted by Article 18.1) as an additional director, but a co-opted director holds office only until the next annual general meeting. Co-opted directors shall be entitled to vote at the meetings of the Board.

18.6 The Vice-Chair shall not automatically succeed an outgoing Chair and any member shall be eligible for the position of Chair.

18.7 All acts carried out in good faith at any meeting of the Board or of any sub-committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person be as valid as if every such person had been duly appointed or had duly continued in office.

19. Retirement of Directors

At the annual general meeting each year, those of the directors coming to the end of their term of office in accordance with Article 18.3 or 18.5 or 18.5 shall retire and shall be eligible for re-election in accordance with these Articles. The election of directors shall be conducted in accordance with Article 23.

20. Termination of Director's Appointment

20.1 Without prejudice to the provisions of Section 168 of the Act, a person shall cease to be a director of the Company as soon as:

20.1.1 they reach the end of their term of office in accordance with Article 18 and are not re-elected or re-appointed;

20.1.2 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

- 20.1.3 a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 20.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 20.1.5 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;
- 20.1.6 that person shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the Board and all other members of the Board resolve that their office be vacated;
- 20.1.7 that person is removed by a resolution passed by a majority of the other directors for breaching their duties as a director, or for breaching any directors' code of conduct, or if a majority of the other directors reasonably believe that their removal as a director is in the best interests of the Company, provided always before passing any such resolution the other directors must have first invited the view of the director concerned and have considered the matter in light of any such views;
- 20.1.8 that person ceases to be a member; or
- 20.1.9 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21. Directors' Remuneration

- 21.1 Directors may undertake any services for the Company that the Board decides.
- 21.2 Directors are entitled to such remuneration as the Board determines:

21.2.1 for their services to the Company as directors; and

21.2.2 for any other service which they undertake for the Company.

21.3 Subject to the Articles, a director's remuneration may:

21.3.1 take any form; and

21.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the Board decides otherwise, directors' remuneration accrues from day to day.

21.5 Unless the Board decides otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

PART 3

APPOINTMENTS AND ELECTED POSITIONS

22. Company Secretary

Subject to the provisions of the Act, the Board may appoint a company secretary (who may be a director) for such term and upon such conditions as they may think fit and any company secretary appointed may be removed by them.

23. Elections

23.1 Any member may nominate another member or themselves to be a director. Any nomination must be made on the form prescribed from time to time by the Board. Members may only nominate one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Board shall prescribe each year.

23.2 If there are the same number of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed at the annual general meeting. In the event of there being more nominations than vacancies, there shall be an election at the annual general meeting as directed by the Board. The results of any such election must be announced at the annual general meeting by the Board.

BECOMING AND CEASING TO BE A MEMBER

24. Applications for Membership

24.1 The subscribers to the Memorandum of Association of the Company; the members of the Unincorporated Association as at the date of transfer of the assets of such Unincorporated Association to the Company; and such other persons as are admitted to membership by the Board in accordance with these Articles, shall be the members of the Company.

24.2 No person shall become a member of the Company unless:

24.2.1 They meet any relevant eligibility criteria set by the Board from time to time;

24.2.2 that person has completed an application for CIGRE membership in a form approved by the Board, and

24.2.3 CIGRE and/or the Board has approved the application.

24.3 Individual and collective members of CIGRE UK LIMITED shall be deemed to have been appointed as members of the Company so long as they renew their membership to CIGRE UK LIMITED every year.

24.4 The Board may from time to time fix the levels of annual subscriptions to be paid by the different categories of members.

25. Conditions of Membership

25.1 All members shall be bound by and subject to these Articles and the Rules and the CIGRE Statutes.

25.2 The members shall pay any annual subscription fee set by the Board under Article 24.4. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned their membership of the Company.

25.3 Membership is not transferable.

25.4 Subject to Article 26, the Board may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this Article 25.

25.5 The directors may establish different classes of members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

26. Termination of Membership

26.1 Membership terminates immediately on the member ceasing to be a member of CIGRE.

26.2 A member may withdraw from membership of the Company by giving seven clear days' notice to the Company in writing but there will be no refund of fees for the remainder of the year following their withdrawal.

26.3 A membership terminates automatically when that person dies or ceases to exist or moves to another country or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules.

26.4 The directors may terminate the membership of any member without their consent by giving the member written notice if, in the reasonable opinion of the directors, the member:

26.4.1 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

26.4.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

26.4.3 has failed to observe the terms of these Articles and the Rules.

26.5 Following such termination, the member shall be removed from the Register of Members by the Secretary.

26.6 The notice to the member must give the member the opportunity to be heard in writing or in person as to why their 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.

26.7 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Company, and has no right to the return of any part of their subscription.

ORGANISATION OF GENERAL MEETINGS

27. General Meetings

27.1 Members are entitled to attend general meetings in person (which may be physically or, where applicable, virtually) or, subject to compliance with these Articles, by proxy, or (in the case of a collective member) by authorised representative.

27.2 General meetings are called on at least 14 days' written notice. The notice must:

27.2.1 specify the date, time and place of the meeting and, if applicable, the arrangements for accessing the meeting virtually;

27.2.2 the general nature of the business to be transacted indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution;

27.2.3 contain a statement setting out the right of members to appoint a proxy; and

27.2.4 be given to all the members, to all the directors and, if any, the Company's auditors.

27.3 A Special general meeting of CIGRE UK LIMITED may be called by the Secretary at the request of the Chair or of any six CIGRE UK LIMITED members (or, if fewer, and subject to the Act, members who represent at least 5% of the total voting rights of all the members having a right to vote at general meetings) provided that:

27.3.1 not less than 21 days' notice is given; and

27.3.2 the Agenda of items for discussion at the meeting plus, where relevant, evidence of the request from the requisite number of members, is enclosed with the calling notice.

27.4 If the meeting is requested by the requisite number of members a submission supporting their request shall first be considered by the Board who will determine the date for the meeting (such meeting be convened withing 21 days of the Company receiving the request, and to be held on a date not more than 28 days after the date of the notice convening the meeting) and will arrange for circulation of their comments and recommendations with the calling notice.

27.5 No decision may be taken on matters which have not been notified with the calling notice.

27.6 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

27.7 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

28. Annual General Meetings

28.1 The Company shall hold a general meeting in every calendar year within three months after each biennial CIGRE Session as its Post-Session annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it.

28.2 The Post-Session annual general meeting shall be held for the following purposes:

- 28.2.1 to review the business and organisation of the Session and submit any comments and suggestions to CIGRE Central Office for CIGRE Administrative Council consideration;
 - 28.2.2 to appoint the Secretary, Financial Committee Chair, Technical Committee Chair, and any other director for the following two-year period;
 - 28.2.3 to appoint an auditor of the Company's accounts for the following two-year period;
 - 28.2.4 to receive and examine the Financial Committee's and the Secretary's Reports and to decide on any necessary action;
 - 28.2.5 to note the financial budget for the following year and the two-year business plan presented by the Financial Committee;
 - 28.2.6 to note and confirm arrangements for any official CIGRE visits to the UK;
 - 28.2.7 to examine any other matters which the Board puts to the meeting;
- 28.3 The Company shall hold a Pre-Session annual general meeting in every calendar year occurring between each biennial CIGRE Session as its Pre-Session annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it.
- 28.4 The Pre-Session annual general meeting shall be held for the following purposes:
- 28.4.1 to elect the Chair and Vice-Chair for the following two-year period;
 - 28.4.2 to elect the Steering Committee for the following two-year period;
 - 28.4.3 to nominate new or re-nominate retiring regular members of the Company for appointment to CIGRE Study Committees to take effect during the following CIGRE Session; all nominations will be managed by the Nominations Committee;

- 28.4.4 to consider and take decisions on any matters referred to them by the Board;
 - 28.4.5 to note the report on the selection of papers for the forthcoming CIGRE Biennial Session;
 - 28.4.6 to receive and examine the Financial Committee's and the Secretary's Reports and to decide on any necessary action;
 - 28.4.7 to note the financial budget for the following year;
 - 28.4.8 to nominate the CIGRE UK LIMITED Representative to the CIGRE Administrative Council/Steering Committee for the two-year period commencing immediately following the next Paris Session; (this would normally be the CIGRE UK LIMITED Chair with Vice-Chair as nominated substitute) it being noted that representation on the CIGRE Central Office Steering Committee is governed by CIGRE Statutes and a substitute is not normally accepted for these meetings;
 - 28.4.9 to make preliminary arrangements for the provision of CIGRE UK LIMITED facilities and networking on the occasion of the next CIGRE Session;
 - 28.4.10 nominate members to chair any executive working groups of the Company;
 - 28.4.11 to examine any other matters which the Chair or Vice Chair deems to be appropriate.
- 28.5 All general meetings, other than annual general meetings, shall be called general meetings.

29. Attendance and Speaking at General Meetings

- 29.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 29.2 A person is able to exercise the right to vote at a general meeting when:

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

29.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

29.3 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

29.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

29.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

30. Quorum for General Meetings

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

30.2 Members of the Company holding at least 30 votes present in person or by proxy shall be a quorum.

31. Chairing General Meetings

31.1 The Chair shall chair general meetings if present and willing to do so. If the Chair shall be absent, or if at any meeting they are not present within 15 minutes after the time appointed for holding the same, the Vice-Chair shall preside. If the Vice-Chair is not present or is unwilling to preside within 15 minutes of the time at which a meeting was due to start:

31.1.1 the directors present, or

31.1.2 (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

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

32. Attendance and Speaking by Directors and Non-Members

32.1 Directors may attend and speak at general meetings.

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

33. Adjournment

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

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

33.2.1 the meeting consents to an adjournment, or

33.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

33.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

33.4 When adjourning a general meeting, the chair of the meeting must:

33.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

- 33.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 33.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 33.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 33.5.2 containing the same information which such notice is required to contain.
- 33.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 33.7 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

VOTING AT GENERAL MEETINGS

34. Voting: General

- 34.1 Voting rights at general meetings on a show of hands or on a poll will be as follows:
- 34.1.1 each Collective Member category I (ordinary collective member)- 6 votes;
- 34.1.2 each Collective Member category II (academia collective member) - 3 votes;
- 34.1.3 each Individual Member category I (ordinary individual member) - one vote;
- 34.1.4 each Individual Member category II (Young member) – ½ vote;
- 34.2 Individual Member category III (Students) have a right to attend and speak at general meetings, but not have a vote.

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

35. Errors and Disputes

35.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

35.2 Any such objection must be referred to the chair of the meeting whose decision is final.

36. Poll Votes

36.1 A poll on a resolution may be demanded:

36.1.1 in advance of the general meeting where it is to be put to the vote, or

36.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

36.2 A poll may be demanded by:

36.2.1 the chair of the meeting;

36.2.2 the Board; or

36.2.3 two or more members present in person or proxy having the right to vote on the resolution or, if less, a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution.

36.3 A demand for a poll may be withdrawn if:

36.3.1 the poll has not yet been taken, and

36.3.2 the chair of the meeting consents to the withdrawal.

36.4 Polls shall be taken as the chair of the meeting directs and they 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 resolution of the meeting at which the poll was demanded.

36.5 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair of the meeting directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting 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.

36.6 No notice need be given of a poll not taken forthwith 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 seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

37. Content of Proxy Notices

37.1 Proxies may only validly be appointed by a notice in writing (proxy notice) which:

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

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

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

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

37.2 The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

37.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

37.4 Unless a proxy notice indicates otherwise, it must be treated as:

37.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

37.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

38. Delivery of Proxy Notices

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

38.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

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

38.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

39. Amendments to Resolutions

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

39.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not

less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and

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

39.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

39.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

39.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

39.3 With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.

39.4 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

40. Means of Communication to be Used

40.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for such documents or information to be sent or supplied by or to the Company.

40.2 Subject to these Articles, any notice or document to be sent or supplied to a member of the Board in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

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

41. No Right to Inspect Accounts and Other Records

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

DIRECTORS' INDEMNITY AND INSURANCE

42. Indemnity

42.1 Subject to Article 42.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

42.1.1 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;

42.1.2 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

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

42.2 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.

42.3 In this Article:

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

42.3.2 a relevant director means any director or former director of the Company or an associated company.

43. Insurance

43.1 The Board 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.

43.2 In this Article:

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

43.2.2 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' share scheme of the company or associated Company; and

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

44. Dissolution

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 of the Company, but shall be distributed in equal parts between the IET Benevolent Fund and the Electrical Industries Charity.