

Company No. 977549

The Companies Acts 1985 – 2006

Company Limited By Guarantee And Not Having A Share Capital

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
UK LPG

(As adopted by Special Resolution passed 1st November 2007)

Incorporated on the 20th day of April 1970

R.A. Wilkinson & Co
5 Mortimer Street
Hamilton Square
Birkenhead
Wirral
CH41 5EU
Company No. 977549

The Companies Acts 1985 – 2006

**Company Limited By Guarantee
and not having a Share Capital**

MEMORANDUM OF ASSOCIATION

of

UK LPG

(Amended by Special Resolution dated 1st November 2007)

- 1 The name of the Company (hereinafter called ‘the Association’) is UK LPG.
- 2 The registered office of the Association will be situated in England.
- 3 The objects for which the Association is established are:
 - 3.1 (a) to promote and develop the interests and advancement of the liquefied petroleum gas and equipment industries including without limitation the manufacture, distribution, supply and handling of liquefied petroleum gases for any purpose whatsoever and all kinds of tanks, cylinders, pipelines, valves and applications used in connection therewith;
 - (b) to promote and encourage the maintenance of a safe environment in connection with the transport, storage and use of liquefied petroleum gas;

In furtherance of the above objects but not otherwise the Association shall have the following powers:

- (c) to represent the members' interests in matters of national and European Union legislation and negotiate with and make representations to Government Departments, any of the European Union and their organisations, local, public or other authorities, corporate bodies or any other organisations, associations, bodies or persons on any matters affecting the interests of the members or the activities of the industrial gases industry;
- (d) to liaise with and put the Association's views to manufacturers;
- (e) to distribute to members information on all aspects of the industry;
- (f) to advise members on technical, safety and general matters relating to the liquefied petroleum gas industry;
- (g) to preserve and foster the concept of safety and observance of appropriate regulations and codes of practice and to discourage malpractices;
- (h) to minimise barriers to the sale of liquefied petroleum gases and to encourage competition and ethical standards in the liquefied petroleum gas industry;
- (i) so far as permitted by law, to promote and establish standard practices relating to the Objects and to seek official recognition of such standard practices where appropriate;
- (j) to undertake, supervise or encourage the technical education of persons who are engaged, or likely to be engaged, in the Objects and to run instruction courses (including courses organised with other bodies) and to provide assistance to educational establishments for such purpose;
- (k) to enter into any arrangement with the European Union or any supra national or international body or any Government authority, supreme, dependant, municipal, local or otherwise, and to obtain from the European Union or any supra national or international body or any such Government authority any rights, concessions, privileges and permissions that may seem conducive to the Objects or any of them;
- (l) to cause to be written and printed or otherwise reproduced in any media and circulated in any media (including without limitation periodicals, magazines, books, leaflets, films, videos, recorded tapes, compressed disks, digital video disks or other media yet

to be invented in respect of any matter of interest to the Association and/or its members;

- (m) to retain or employ skilled professional or technical advisers or workers in connection with the Objects and to pay therefore such fees or remunerations as may be thought to be expedient;
- (n) to apply to the European Union, Government or any public or private body or any person for, and to accept, grants of money and land, or other assistance, and to comply with the terms attached thereto so far as the same shall be constituent with the Objects;
- (o) to establish, promote, amalgamate with or become a member of, or affiliated to, or subscribe to, any society, association or institution with objects similar to those of the Association and to correspond, communicate and co-operate with any such society, association and institution with a view to the pursuit of common objects and the enabling of exchange of ideas with the same object;
- (p) to organise and provide for lectures study groups instructional courses visits of inspection educational conferences meetings seminars and exhibitions;
- (q) to facilitate and provide for liaison and for the exchange of information both within the United Kingdom and with bodies outside the United Kingdom concerned with liquefied petroleum gas by the sending of representatives to conferences and by other appropriate means so far as permitted by the law;
- (r) to promote recognition of the Association as the sole United Kingdom authority on liquefied petroleum gas and to undertake membership of or representation on other bodies or organisations whether in the United Kingdom or elsewhere membership of or representation on which is calculated to further the primary objects of the Association;
- (s) to formulate promote, support or oppose alterations in the law relating to any matters or things which the Association may from time to time be interested having regard to the primary objects of the Association;
- (t) to provide publish and circulate periodicals, books and other technical publications relating to the use of liquefied petroleum gas and subjects associated therewith;
- (u) to provide central information services for the benefit of the public and to prepare such statistical information on the usage of liquefied petroleum gas as is relevant to the improvement of safety and technical expertise in all phases of distribution and utilisation and otherwise in furtherance of the primary objects of the Association;

- (v) to employ and remunerate staff and to pay and provide for pensions for ex Members of the staff and charitable assistance by pensions or otherwise for their dependants in need;
- (w) to purchase, take on, lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges which shall be necessary for the promotion of the objects of the Association and to construct, maintain and alter any buildings or erections in furtherance of the work of the Association;
- (x) to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association;
- (y) to undertake and execute any charitable trusts which may lawfully be undertaken by the Association;
- (z) to borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit;
- (aa) to invest the moneys of the Association not immediately required for its purposes in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (bb) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes;
- (cc) to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and or discharge of their duties and or in the exercise of their powers and or otherwise in relation to their duties, powers or offices in relation to the Company, and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability;
- (dd) to do all such other things as are necessary for the attainment of the primary objects of the Association.

3.2 The provisions set forth in any sub-clause of this clause 3 shall be subject to the following:

- (a) in case the Association shall take or hold any property which may be subject to any trust, the Association shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (b) the Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which if an object of the Association would it a Trade Union;
- (c) in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property the Executive Committee or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Executive Committee or Governing Body have been if no incorporation had been effected and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division the Charity Commissioners or the Secretary of State for Education and Science over such Executive Committee or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Committee were not incorporated;
- (d) none of the objects shall be restrictively construed but the widest interpretation shall be given to each such provision and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Association;
- (e) none of the sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Association shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4 The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Association

PROVIDED THAT :

Nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any Member of the Association in return for any services actually rendered to the Association nor the payment of interest at a rate not exceeding six per cent per annum on money lent or reasonably and proper rent for premises demised or let by any Member to the Association not the gratuitous distribution among or sale at a discount to Members of the Association of any books or other publications whether published by the Association or otherwise relating to all or any of its objects above set forth but so that no Member of the Executive Committee or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees that no remuneration or other benefit in money or money's worth shall be given by the Association to any Member of such Executive Committee or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association.

5 No addition, alteration or amendment shall be made to or in the provisions of the Memorandum and Articles for the time being in force, unless the same shall have been previously submitted to and approved by the Board of Trade.

6 The fourth and fifth paragraphs of this Memorandum contain conditions to which a licence granted by the Board of Trade to the Association in pursuance of Section 19 (1) of the Companies Act 1948 is subject.

7 The liability of the Members is limited.

8 Every Member of the Association undertakes to contribute to the assets of the Association 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 Association contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

9 If upon the winding up or dissolution of the Association 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 Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association 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 Association under or by virtue of Clause 5 hereof such institution or institutions to be determined by the Members of the Association at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuant of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
<p>Signature: E.C.T. Wilson For Kosanga (Northern) Ireland Ltd Address: 7 Fountain Street Belfast 1 Description: General Manager Dated this 27th day of January 1970 Witness to the above signature :- Signature: Barry D. O'Meara Address: Imperial Chemical House Millbank, London, S.W. 1 Description: Solicitor</p>	<p>Signature: Kenneth Potter For Conoco Limited Address: 200 Great Dover Street London, S.E. 1 Description: Director Special Projects Dated this 29th day of January 1970 Witness to the above Signature :- Signature: Barry D. O'Meara Address: As before</p>
<p>Signature: E. Gillott For Air Products Ltd Address: Coombe House, St. George's Square, New Malden, Surrey Description: Engineering Services Supervisor Dated this 29th day of January 1970 Witness to the above Signature: - Signature: B.D. O'Meara Address: As above</p>	<p>Signature: R. Horner For Shell U.K. Ltd Address: Shell Centre London S.E. 1 Description: Marketing Executive Dated this 29th day of January 1970 Witness to the above Signature: - Signature: B.D. O'Meara Address: As above</p>
<p>Signature: J.G. Brackenridge For Esso Petroleum Co. Ltd Address: Victoria Street London Description: Manager L.P.G. Sales Dated this 4th day of February 1970 Witness to the above Signature: - Signature: B.D. O'Meara Address: As above</p>	<p>Signature: V.M Robson For Imperial Chemical Industries Address: Millbank, London, S.W.1 Description: Engineering Services Supervisor Dated this 5th day of February 1970 Witness to the above Signature: - Signature: B.D. O'Meara Address: As above</p>

<p>Signature: W.J.B. Chater For British Oxygen Co. Ltd</p> <p>Address: Great West House, Brentford</p> <p>Description: Marketing Manager</p> <p>Dated this 9th day of February 1970</p> <p>Witness to the above Signature: -</p> <p>Signature: B.D. O'Meara</p> <p>Address: As above</p>	<p>Signature: M.B. Binks For B.P. Trading Limited</p> <p>Address: Britannic House, Moor Lane, London, E.C. 2</p> <p>Description: Deputy Assistant Sec</p> <p>Dated this 12th day of February 1970</p> <p>Witness to the above Signature: -</p> <p>Signature: R.P. Tipper</p> <p>Address: Britannic House, Moor Lane, London, E.C. 2</p>
<p>Signature: T.H. Taylor For Calor Gas Ltd</p> <p>Address: Calor Gas House, Keywest, Windsor Road, Slough, Bucks</p> <p>Description: Chief Engineer</p> <p>Dated this 17th day of February 1970</p> <p>Witness to the above Signature: -</p> <p>Signature: L. Oliver</p> <p>Address: As above</p> <p>Description: Chief Design & Project Engr</p>	<p>Signature: S.G. Vane For Guernsey Gas Light Co. Ltd</p> <p>Address: 16 Smith Street Guernsey, Channel Islands</p> <p>Description: Managing Director</p> <p>Dated this 23rd day of February 1970</p> <p>Witness to the above Signature: -</p> <p>Signature: J. Morris</p> <p>Address: As above</p> <p>Description: Director</p>
<p>Signature: B.H. Holland For Wales Gas Board</p> <p>Address: Grangetown, Cardiff</p> <p>Description: Chief Scientist</p> <p>Dated this 24th day of February 1970</p> <p>Witness to the above Signature: -</p> <p>Signature: Richard Jones</p> <p>Address: Wales Gas Board, Grangetown, Cardiff</p> <p>Description: Controller of Gas Supplies</p>	<p>Signature: F.A. Turton For Gulf Oil (Great Britain) Ltd</p> <p>Address: 6 Grosvenor Place, London, S.W. 1</p> <p>Description: Secretary</p> <p>Dated this 25th day of February 1970</p> <p>Witness to the above Signature: -</p> <p>Signature: Barry D. O'Meara</p> <p>Address: As before</p>

Signature: L.E. Wingrove
For Mobil Oil Company Ltd
Address: Mobil House,
Westminster, London, S.W.7
Description: Assistant Secretary
Dated this 3rd day of March 1970
Witness to the above Signature: -
Signature: K. Turner
Address: Mobil House, Westminster,
London, S.W. 7
Description: Sales Manager

Signature: C.H. Grinstead
For Shell-Mex and
B.P. Limited
Address: Shell-Mex House
Description: Secretary
Dated this 17th day of March 1970
Witness to the above Signature: -
Signature: M.F. Ollerenshaw
Address: As above
Description: Chartered Secretary

The Companies Acts 1985 to 2006

**Company limited by Guarantee
and not having a Share Capital**

ARTICLES OF ASSOCIATION

of

UK LPG

INTERPRETATION

1 In these Articles :

‘ACT’ means the Companies Act 1985 (“CA 1985”), so long as in force, and any provisions of the Companies Act 2006 (“CA 2006”) for the time being in force, in each case, as amended;

‘ARTICLES’ means these Articles of Association of the Association;

‘ASSOCIATION’ means the above-named Company;

‘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;

‘CORPORATION’ includes without limitation any body corporate;

‘BOARD’ means the Board of Directors for the time being of the Association;

‘EXECUTED’ includes any mode of execution;

‘MEMBER’ means Full Member, Affiliate Member or Honorary Member;

‘MEMBERSHIP’ means Full Membership, Affiliate Membership or Honorary Membership;

‘MONTH’ means Calendar month;

‘OFFICE’ means the registered office of the Association;

‘SECRETARY’ means the Secretary of the Association appointed by the Executive Committee or any other person appointed to perform the duties of Secretary of the Association, including any joint, assistant or deputy secretary;

‘THE UNITED KINGDOM’ means Great Britain and Northern Ireland. Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as

in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Association;

‘YEAR’ means Calendar Year;

Words importing the singular number shall include the plural number and vice versa, words importing one gender shall include all genders, persons shall include corporations, and the headings are inserted for convenience only and shall not affect the construction of these Articles.

- 2 The Association is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP

- 3 3.1 The subscribers to the Memorandum of Association and such other persons as are admitted to membership in accordance with the Articles shall be members of the Association. No person shall be admitted a member of the Association unless he is approved by the Board. Every person who wishes to become a member shall deliver to the Association an application for membership in such form as the Board from time to time require. The Board shall treat all applications for membership in a fair and transparent manner and shall make all decisions on whether to admit an applicant as a member of the Association without discrimination and solely on the basis of the criteria set out in this Article 3.
- 3.2 Full membership of the Association shall be open to individuals, companies, corporations and other associations or organisations :
- 3.2:1 who or whose members are engaged in the sale of liquefied petroleum gas in the United Kingdom; or
 - 3.2:2 who or whose members are engaged in the sale or provision of equipment or services predominantly in relation to liquefied petroleum gas in the United Kingdom; and
 - 3.2.3 who agree to and do respect and observe the Association’s codes of practice as published from time to time.
 - 3.2.4 who agree to and do respect and observe relevant laws, and any Rules or Codes of Conduct as may be agreed by members in accordance with Articles 17 and 18 at the annual general meeting or at a special general meeting called in accordance with Articles 11 or 12. Rules or Codes of Conduct that are agreed shall be published on the members’ area of the UKLPG website.

3.3 Affiliate Membership of the Association shall be open to individuals, companies, corporations or other associations or organisations who or whose members are dealers, installers or consultants in or to the liquefied petroleum gas industry in the United Kingdom and other bodies with complementary interests whether within or out with the liquefied petroleum gas industry whether in the United Kingdom or abroad. Each Affiliate member shall not be a member of the Association for the purposes of the Act but may attend general meetings of the Association and shall not have a vote.

- (a) Honorary Membership in recognition of outstanding service to the Association or by invitation of the Board may be conferred on any individual whose nomination has been unanimously approved by the Board. Members may send to the Secretary names suggested for invitation. Honorary members shall not be required to pay any subscription;
- (b) An Honorary Member shall be entitled to all the rights of a full member of the Association;
- (c) There shall not be at any one time more than four Honorary members.
- (i) The Board may decide from time to time to offer other categories of membership and determine subscription rates for such categories providing that these memberships shall not confer membership of the Association for the purposes of the Act. Members of these categories may attend general meetings of the Association but shall not have a vote.

3.4 Every person applying for membership and renewal of membership shall supply to the Secretary such information as the Board may from time to time require:

- (a) to determine eligibility for membership;
- (b) to determine the level of subscription payable.

3.5 Whether an applicant shall or shall not be admitted to membership of the Association shall be subject to the approval of a three quarters majority of the Board and notwithstanding the generality of this clause the grounds for non-admission shall include but not be limited to conviction by a Court or fine or enforcement action by a regulatory body that may in the

Board's sole opinion adversely affect the goodwill and reputation of the Association. If the decision of the Board is to refuse membership, the applicant will be given full written details of the reason for this decision. If the applicant believes that the reasons for refusal of membership are unfair or incorrect, it may appeal against this decision and the appeal will be reviewed by the Board at its next meeting. The applicant will be given the opportunity to present its case in person or by an appointed representative at this meeting.

- 3.6 The provisions of Section 113 of the CA 2006 shall be observed by the Association and applications for membership shall be in such form as may from time to time be prescribed by the Board.
- 3.7 Where any membership subscription is overdue for more than 3 calendar months it shall bear interest at the rate of 3% over the base rate of National Westminster Bank plc from the due date for payment until date of actual payment (both dates inclusive).
- 3.8 Membership shall not be transferable and shall cease in the case of a body corporate on its becoming insolvent or upon an effective resolution being passed or made for its liquidation, or a receiver or administrator being appointed over a substantial part of its assets or on death of an individual or in the case of a partnership upon the dissolution of the partnership.

TERMINATION OF MEMBERSHIP

- 4 Membership of the Association shall be terminated :
- (a) By a member at any time giving written notice to the Association to withdraw from the Association ('Notice'). Notice takes effect on receipt by the Association. The member's membership terminates at the end of the calendar year in which the Notice is given. A member shall be liable for and pay to the Association its membership subscription in full for the calendar year in which it resigns. No refunds of subscriptions are allowed;
- (b) If a member shall fail to pay the subscription due to the Association for a period of four months after the same has become due and the Board resolves upon the termination of the membership of such member.

4.1 In accordance with the provisions of the next following articles:

- (a) The Board shall have power (by resolution passed at a meeting of the Board by three quarters of the members for the time being of the Board) to exclude or suspend any member from membership of the Association but the requirements of natural justice shall be respected;
- (b) Notwithstanding the generality of clause 4.1 (a) grounds for termination by the Board shall include but not limited to non-payment or persistent late payment of membership subscriptions and other monies due and payable to the Association, conviction by a Court or fine or enforcement action of a regulatory body for an offence that may in the Board's sole opinion adversely affect the goodwill and reputation of the Association, insolvency or winding-up of the Member, acts in breach of the Articles or by-laws, serious breaches of the Associations Codes of Practice, ethics or competition law or acts contrary to the aims and objects of the Association;
- (c) Any such member whose exclusion or suspension is to be considered by the Board shall be informed of any complaint in regard to its conduct by not less than ten days' notice in writing and shall be given full opportunity at its option of stating its case either in writing or by personal attendance or by an appointed representative at the meeting of the Board convened for the purpose;
- (d) Any such member whose exclusion or suspension has been decided by the Board shall be notified in writing of the decision as soon as practicable and the decision shall be final and binding on the member; provided however, that any such decision may at any time be revoked or modified by a like vote of the Board, and the Board may make such terms and conditions as it may think fit;
- (e) The officers of the Association, the members of the Board and any witness or other person called before them or the Board in connection with any investigation shall while acting in good faith be accorded absolute privilege in respect of any statement which might otherwise be considered defamatory made during or in connection with the investigation of any such matter. Membership of the Association shall imply the acceptance by every member of the granting of such privilege in this connection;
- (f) Termination of membership will not release a member from liability for any annual subscription or other monies which may be due to the Association under these presents the time of such termination and for any such which may thereafter become payable under the Memorandum of Association.

SUBSCRIPTIONS

- 5 All members shall make such payments annually or otherwise to the Association by way of subscription, levy or other such means and at such rates and times and in such manner as may from time to time be decided upon by the Board. The Board may determine categories of subscription.
- 6 Members shall, if so required, furnish in confidence to the Secretary from time to time such details as the Association may reasonably require, in order to determine the amount of any subscription, levy or other monies payable by such a member.

GENERAL MEETINGS

- 7 The annual general meeting shall at the Board's discretion be held at the Conference each year to receive and adopt an Annual Report and Financial Statement for the preceding year and to transact such other business as may arise.
- 8 In addition there shall be not less than one other general meeting each year.
- 9 Members wishing to have matters included on the agenda subject to the approval of the Board shall make their proposals known to the Secretary at least 56 days before the meeting.
- 10 The Secretary shall give at least 28 days notice of general meetings to all members and shall specify the business to be transacted.
- 11 Special general meetings shall be convened by the Secretary at the direction of the Board or may be requisitioned by the representatives of ten per cent of the Members entitled to vote at a general meeting applying in writing to the Secretary.
- 12 A general meeting of the Association may be called at shorter notice than herein specified if it is so agreed by all members of the Board.
- 13 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

- 14 A quorum shall include members attending in person or by proxy and shall consist of 25% of the members entitled to vote at the meeting. If within half an hour after the time specified for the meeting a quorum is not present the meeting shall be abandoned.
- 15 The Chairman shall preside at general meetings and executive meetings. If he is unable to be present the Vice-Chairman shall deputise for him and if neither the Chairman nor the Vice-Chairman are able to be present the Executive Committee shall elect another member of the Board to deputise as Chairman of the meeting.
- 16 A resolution put to the vote of a 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 duly demanded. Subject to the provisions of the Act, a poll may be demanded :
- (a) by the chairman; or
 - (b) by at least two 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.
- 17 A declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the Minute Book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 18 In the case of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.
- 19 The Association and its members shall use their best endeavours to ensure that all proceedings of any general meeting are compliant with any legislation relating to anti-competitive behaviour including without prejudice to the generality of the foregoing and without limitation the Competition Act 1998 the Enterprise Act 2002 and Articles 81 and 82 Treaty of Rome and any statutory modification or re-enactment thereof for the time being in force.
- 20 Correct minutes of the proceedings of general meetings shall be kept by the Secretary and shall be open to the inspection of any member of the Association on application to the Secretary.

VOTE OF MEMBERS

21 On a show of hands every member who (being an individual) is present in person or (being a Corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote. On a poll every member present in person or by proxy or by corporate representative shall have one vote.

22 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve :

I/We _____ of _____
being a member/members of the above-named Association, hereby appoint
of _____ or failing him _____
of _____
as my/our proxy to vote in my/our name[s] and on my/our behalf at the
annual/extraordinary general meeting of the Association to be held on
_____ 20____ and at any adjournment thereof

Signed on _____ 20____

23 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve) :

I/We _____ of _____
Being a member/members of the above-named Association, hereby appoint
of _____ or failing him _____
of _____
as my/our proxy to vote in my/our name[s] and on my/our behalf at the
annual/extraordinary general meeting of the Association, to be held on
_____ 20____, at an adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 + for + against

Resolution No 2 + for + against

+ strike out whichever is not desired

Unless otherwise instructed the proxy may vote as he thinks fit or abstain from voting.

- 24 The instrument appointing a 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 Board may be deposited at the office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in the manner so permitted shall be invalid.

BOARD OF DIRECTORS

- 25 25.1 There shall be a Board of Directors for the management of the affairs of the Association which shall be constituted as follows :

- (a) Four full members nominated by the national gas marketing members;
- (b) Two full members nominated by the regional gas seller members;
- (c) Two full members nominated by the equipment supplier members;
- (d) One full member nominated by the autogas supplier/installer members;
- (e) One other full member nominated by the membership as a whole;

PROVIDED THAT the Board shall ensure that at all times, its members represent at least 80% of the combined value of the total liquefied petroleum gas sales in the UK of the Members of the Association.

Of the Members of Board, the Board shall appoint :

- (a) the Chairman for a three year term;
- (b) the Vice-Chairman for a three year term; and
- (c) the Treasurer;

All members of the Board shall be non-executive directors of the Association and they will resign their directorship upon ceasing to be a member of the Board.

- 25.2 The appointments of Chairman, Vice Chairman and Treasurer shall be notified at the next General Meeting after such appointments shall take effect.
- 25.3 The Chairman shall be the Chairman of the Association and the Board.
- 25.4 Nominations for membership of the Board shall be submitted at least 28 days before the meeting fixed for their appointment and in the event of competition for places they shall be subject to election by a majority of their voting peer group.
- 25.5 The Board may from time to time increase or reduce the number of or qualifications for membership of the Board and the Board may appoint a person who is willing to act to be a member of the Board either to fill a vacancy or as an additional member of the Board.
- 25.6 All the ordinary members of the Board including any holding office by virtue of Articles 25.5 hereof shall serve a maximum three year term. Retiring members of the Board shall be eligible for re-election. The Vice Chairman on retiring from his office as Vice Chairman shall if willing be appointed Chairman; if he is not willing the Chairman shall be appointed by the Board. The retiring Treasurer may stand for election as Vice Chairman or as Treasurer.
- 25.7 In addition and without prejudice to the provisions of Section 168 of CA Act 2006, the Association may by extraordinary resolution remove any member of the Board before the expiration of his period of office and may by extraordinary resolution appoint another person in his stead; but any person so appointed shall retain his office only until the next Annual General Meeting but he shall then be eligible for re-election by the Board.
- 25.8 No person not being a member of the Board shall be recommended for election to membership of the Board at any Board meeting unless within the prescribed time before the day appointed for the election there shall have been given to the Secretary notice in writing by a member or voting representative of his intention to propose such person for election and also notice in writing, signed by the person to be proposed of his willingness to be elected. The prescribed time above mentioned shall be such that between the date when the notice is served, or deemed to be served, and the day appointed for the election there shall be not less than twenty-eight intervening days.

25.9 No person shall be eligible to serve on the Board unless he is a full member of the Association or the voting representative of an incorporated body which is a full member.

DISQUALIFICATION OF MEMBERS OF THE BOARD

26 The office of a member of the Board shall be vacated:

- (a) If a receiving order is made against him or he makes an arrangement or composition with his creditors;
- (b) If he becomes of unsound mind;
- (c) If by notice in writing to the Association he resigns his office;
- (d) If he ceases to hold office by reason of any order made under the Company
- (e) Directors Disqualification Act 1986;
- (f) If he is removed from office by resolution duly passed pursuant to Section 168 of CA 2006;
- (g) If he ceases to be eligible as provided by Article 34;
- (h) At the discretion of the Board if the member fails to attend at least one meeting in each calendar year.

POWERS OF THE BOARD

27 The business of the Association shall be managed by the Board who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Association as they think fit and may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and as are not by statute or by these presents required to be exercised or done by the Association in general meeting subject nevertheless to any regulations of these presents to the provisions of the statutes for the time being in force and affecting the Association and to such bye-laws being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Association in general meeting but no bye-law made by the Association in general meeting shall invalidate any prior act of the Board which would have been valid if such bye-law had not been made.

- 28 The members for the time being of the Board may act notwithstanding any vacancy in their body provided always that in case the members of the Board shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents as the quorum for meetings of the Board it shall be lawful for them to act as the Board for the purpose of admitting persons to membership of the Association filling up vacancies in their body or of summoning a General Meeting but not for any other purpose
- 29 The Board may exercise all the powers of the Association to borrow from time to time for the purpose of the Association such sums as they think fit and may secure the repayment of any such sums by mortgage or charge upon all or any of the property or assets of the Association or otherwise they may think fit.

PROCEEDINGS OF THE BOARD

- 30 The Board shall meet at least two times a year and may meet more frequently for the dispatch of business. They may adjourn and otherwise regulate their meetings as they think fit. Unless otherwise determined by the Association in General Meeting, four shall be a quorum. Subject to the provisions of Article 3.5 and 4.2 and this Article questions arising at any meeting shall be decided by a majority of votes. In cases of an equality of votes the Chairman shall have a second or casting vote. Any decision which may require:
- (a) the approval of the annual budget and program of activities; or
 - (b) the total expenditure in any financial year to exceed the limit approved for that year; or
 - (c) the Association to conduct any activity or expenditure which is not within the approved annual program of activity for that year; or
 - (d) any approvals referred to in Article 35
- shall be decided by a unanimous vote.
- 31 A member of the Board may and on the request of a member of the Board the Company Secretary shall at any time summon a meeting of the Board
- 32 The Chairman and in his absence the Vice Chairman shall preside at all meetings of the Board. In the absence of the Chairman and the Vice Chairman the members of the Board present shall choose one of their number to be Chairman of the meeting.

- 33 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities powers and discretions by or under the regulations of the Association for the time being vested in the Board generally.
- 34 Any member of the Board may in writing to the Board appoint any person who is either a member of the Board or permanently employed manager of a member to be his alternate Board member to act in his place at any meeting of the Board at which he is unable to be present. Every alternate Board member shall be entitled to notice of meetings of the Board and to vote thereat as a Board member when the person appointing him is not personally present.
- 35 The Board may delegate any of their powers to committees consisting of such member or members of the Board such persons not being members of the Board as they think fit and any committee formed shall in the exercise of the power so delegated conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board, but so that no resolution of a meeting of any such committee, code of practice, code of conduct, technical memorandum, guidance note or similar document shall be valid unless it is approved by the Board unanimously.
- 35.1 All acts bona fide done by any meeting of the Board or of any committee of the Board or by any person acting as a member of the Board or of such committee shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board or of such committee
- 35.2 The provisions of this Article shall not apply to any member of the Board who has been disqualified in pursuance of the provisions of article 23.
- 36 The members of the Board shall use their best endeavours to ensure that all business of the Board is compliant with any legislation relating to anti-competitive behaviour including without prejudice to the generality of the foregoing and without limitation the Competition Act 1998 the Enterprise Act 2002 and Articles 81 an 82 of the Treaty of Rome and any statutory modification or re-enactment thereof for the time being in force.

- 37 The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Association and of the Board and of committees of the Board and all business transacted at such meetings and any such minutes of any meeting if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.
- 38 A resolution in writing signed by all the members for the time being the Board or of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

ELECTRONIC MEETINGS

- 39 Notice of any meeting of the Board may be given by telephone, video conference or by computer via electronic mail on the internet or world wide web (“e-mail”). The contemporaneous linking together by telephone, video conference or via e-mail of a number of the Board members being not less than the quorum and the company secretary shall be deemed to constitute a meeting of the Board wherever in the world they are, as long as :
- 39.1 none of the members are absent from the meeting except only as to any of them who the chairman may have consented before the meeting may be absent therefrom;
- 39.2 the Board members who are present at and throughout the meeting subject as hereinbefore mentioned constitute a quorum;
- 39.3 at the commencement of the meeting each Board member acknowledges the presence thereof to all the other Board Members taking part;
- 39.4 each of the Board members taking part and the company secretary are able to hear or in the case of e-mail are connected on the line with each other of them subject as hereinafter mentioned throughout the meeting;
- 39.5 the Board members present at the commencement of the meeting do not leave the meeting by disconnected, but the meeting shall be deemed to have been conducted validly notwithstanding accidental disconnection during the meeting and the proceedings thereof shall be deemed to be as valid as if there had not been any disconnection; and

39.6 a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by both the chairman and the company secretary.

THE CHAIRMAN

40 The Chairman shall act as Chairman of all the meetings of the Association and of the Board. He shall also perform such other duties as may be prescribed by these presents, the Association in general meetings or the Board

THE VICE CHAIRMAN

41 The Vice Chairman in the absence of the Chairman may perform the duties and exercise the powers of the Chairman and shall perform such other duties as may be prescribed by these presents, the Association in General Meeting or the Board

THE CHIEF EXECUTIVE OFFICER

42 Subject to the provisions of the Act and of the Memorandum of Association, the Board may appoint any person to the remunerated office of the Chief Executive Officer of the Association and may enter into an agreement or arrangement with such person for his employment by the Association.

43 Notwithstanding any other provision of the Articles the Chief Executive Officer shall be responsible for the day to day execution and administration of all policies and decisions made by the Board.

44 The Chief Executive Officer shall also be responsible for :

44.1 the day to day conduct of the Association;

44.2 the selection and management of all employees of the Association; and

44.3 the day to day administration of the premises from which the Association operates.

THE TREASURER

45 The Treasurer shall perform such duties as may be prescribed by these presents, the Association in general meeting or the Board and if and when directed so to do by the Association or the Board, shall keep full and accurate accounts of the receipts and disbursements of the Association and shall render to the Board at regular meetings of the Board or whenever they may require it a statement of the financial condition of the Association.

THE COMPANY SECRETARY

46 The Company Secretary shall be appointed by the resolution of the Board for such time at such remuneration and upon such conditions as they may think fit and any Company Secretary so appointed may be removed by them. The Board may from time to time by resolution appoint an assistant or deputy secretary and any person so appointed may act in place of the Company Secretary if there be no Company Secretary or no Company Secretary capable of acting.

ACCOUNTS

47 The Board shall cause proper books of account to be kept with respect of :

- (a) All sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place;
- (b) All sales and purchases of goods by the Association; and
- (c) The assets and liabilities of the Association. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of affairs of the Association and to explain its transactions.

48 The books of account shall be kept at the Office or, subject to the relevant provisions of the Act, at such other place or places as the Board shall think fit and shall always be open to the inspection of the members of the Board.

- 49 The Board shall from time to time determine whether and to what extent and to what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of members not being members of the Board and no member (not being a member of the Board) shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorised by the Board or by the Association in General Meeting.
- 50 At the Annual General Meeting in every year the Board shall lay before the Association a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Association) made up to a date not more than twelve months before such meeting together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the appointed Accountants and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirement for the time being in force) and of any other document required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-eight clear days before the date of the meeting subject nevertheless to the relevant provisions of the Act be sent to the Auditors and to other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

ACCOUNTANTS REPORT

- 51 Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Accountant or Accountants.
- 52 Accountants shall be appointed and their duties regulated in accordance with the Act.
- 53 The Board shall ensure that the accounts are examined and presented to members in accordance with the prevailing law, but can at its discretion in any year do more than is required and appoint a properly qualified auditor or auditors to audit the accounts and the cost of this shall be shown separately in the published accounts.

NOTICES

54 A notice may be served by the Association upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register of members.

55 Any notice if served by post shall be sent first class mail and shall be deemed to have been served on the third day following that on which the letter containing the same is put into the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

56 Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these presents.

INDEMNITY

57 Subject to the provisions of the Act but without prejudice to any indemnity to which an Board member may otherwise be entitled, every Board member or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by the director to a person other than the Association or an associated company to the fullest extent permitted by the Act.

58 The Board shall have power to purchase and maintain for any Board member such insurance as is permitted by clause 3(cc) of the Memorandum of Association and as permitted by section 233 of the CA 2006.