



CONSTITUTION (March 2011)

1. Form of the Association

The Association of Meter Operators (“the Association”) is an unincorporated association.

2. Preliminary Definitions

WORDS	MEANINGS
“Act”	means the Competition Act 1998 and any subsequent amendments;
“Affiliate”	means a Member of the Association as defined in 4.1.
“Associations Business Plan”	means the business plan prepared to execute the business of the Association;
“Budgetary Control Officer”	is the committee member providing specific support to the secretariat in the development and monitoring of the Associations financial budget;
“Committee”	means the Committee responsible for overseeing the administration of the Association;
“ Consultant”	means the consultants engaged to undertake business on behalf of the Association;
“Electricity Meter Operator”	is any company which is qualified by ELEXON as a Meter Operator Agent in the electricity market;
“Full Member”	means any Member of the Association as defined in 4.1.

“Full Member (small)”	means any Member of the Association as defined in 4.1.
“Gas Meter Operator”	is any company which is approved by the OAMI (Ofgem Approved Meter Installer scheme) in the gas market;
“Gas MAM”	means the agent responsible for the installation and maintenance of the meter;
“HH”	means those electricity meters that are read half hourly;
“Members”	means a Meter Operator.
“Meter Operator”	means an Electricity or a Gas Meter operator;
“Electricity MOP”	means an agent responsible for the installation and maintenance of the electricity meter;
“NHH”	Means those electricity meters that are not read half hourly;
“Representatives Coordination Officer”	is the committee member responsible for ensuring that the map of representatives as defined in the Business Plan is complete and up to date;
“Technical Issues Officer”	is a committee member who provides specific support to the Association and its Consultant in respect of technical issues;

3. Purpose

The purpose of the Association is to:

- 3.1 provide a forum for the discussion of matters relating to the meter operation business to the extent that those matters are of common interest to its Members where this refers to all classes of member – otherwise, the particular class is used, with a view to the representation of their collective interests relating to the meter operation business on such consultative bodies as may be agreed by the Members from time to time;
- 3.2 provide a forum for the exchange of information, acquired as a result of the activities outlined above or acquired by other means which is deemed to be of collective value to the Members in that it relates to technical, operational or regulatory issues impacting on the business of meter operation;
- 3.3 to establish working or best practices amongst its members;

- 3.4 promote or sponsor meetings, seminars, publications or such other activities as the Members may from time to time agree;
- 3.5 nominate representatives to represent the Members common interests on the consultative bodies referred to in Article 3.1, including the nomination of one or more consultants if agreed by the Members;
- 3.6 at all times comply with the requirements of the Act and will not deal with any matter which will or is likely to prevent, restrict or distort competition or constitute an abuse of dominant position as construed within that Act.

4. Membership of the Association

- 4.1 There shall be three classes of Member: Full, Full (small), and Affiliate as defined in Schedule 1: Criteria and Relevant Charges.
- 4.2 Subject to Article 4.5, any company which is in the process of applying to fulfil the requirements of membership shall be eligible to be a Member, but such membership may be revoked if the proper membership criteria are not met within 12 months of application.
- 4.3 Notwithstanding Article 15, membership of the Association shall terminate if that Member:
 - (a) ceases to be eligible for membership of the Association;
 - (b) breaches any term of this Constitution and, in the case of a breach capable of remedy, fails to remedy the breach within a reasonable period following notice of the breach;
 - (c) fails to make any payment due pursuant to this Constitution or the arrangements for establishing or maintaining the Association; or
 - (d) becomes bankrupt or enters into liquidation or has a trustee, receiver or administrator appointed in respect of all or any part of its business or otherwise ceases to carry on business.
- 4.4 Each Member is entitled to appoint up to two representatives (“the Representatives”) to attend a General Meeting of the Association.
- 4.5 A company shall not be admitted as a Member unless and until it has accepted the terms and conditions for the supply of services and shall only continue as a Member for so long as it continues to accept such terms and conditions.

5. Invitees and Visitors

Any individual may attend a General Meeting of the Association on the invitation of the Chairman or with the approval of the Committee, as the case may be.

6. The Committee

- 6.1 Subject to the powers of a General Meeting, the activities of the Association will be conducted by the Committee and which will undertake such activities as are from time to time determined by the General Meeting or which are, in the opinion of the Committee, necessary as being in the interests of the Members.
- 6.2 The Committee will seek to work on a consensus basis and if there is no consensus on a particular issue then the matter will be referred to the Members either at a General Meeting or they shall be consulted by email and or telephone.
- 6.3 The Committee will be responsible for overseeing the administration of the Association. In particular the Committee will carry out a six monthly review of the performance of the Consultant against yardsticks which it will determine, and will report to the Members.
- 6.4 The Committee shall be responsible for:-
- 6.4.1 setting meeting dates of General Meetings;
 - 6.4.2 agreeing the agenda for meetings;
 - 6.4.3 clarifying the position prior to an General Meeting if there are no nominations for Chairman and Vice Chairman and the existing Chairman and/or Vice Chairman does not wish to stand again;
 - 6.4.4 making recommendations regarding the continued or future appointment of the Consultant;
 - 6.4.5 arranging for temporary cover of the Consultants duties in the event of his short term indisposition or absence;
 - 6.4.6 approving the admission of new Members.
 - 6.4.7 carrying out the responsibilities and duties of the Association as set out under this Constitution.
- 6.5 The Committee will consist of:-
- 6.5.1 The Chairman;
 - 6.5.2 One or more representatives elected by the Full Members at the General Meeting, who shall carry out the roles and responsibilities of Association as defined under Article 3 including the Vice Chairman as described under Article 9 of this Constitution.
 - 6.5.3 The Secretary.
- 6.6 The Chairman or Vice Chairman shall chair meetings of the Committee and be responsible for ensuring that the functions of the Committee are discharged.
- 6.7 The period of office of representatives elected to the Committee will be one year (but representatives will be eligible for re-election) unless terminated by the Members in General Meeting and the appointments will be personal in nature and not as a representative of the Member by which that Member is employed.
- 6.8 The Committee will meet quarterly or at such times as it may deem necessary. Committee business may also be conducted by telephone or email.

- 6.9 The Consultant will attend meetings of the Committee except where the Committee requests that attendance is not required.
- 6.10 If for any reason the Consultant is unable to attend a meeting or other function at which the Consultant's presence is desirable in the interests of the Association then the Committee may choose a Representative to attend on the Association's behalf.
- 6.11 The Committee shall have the right to co-opt members on an ad hoc basis for any purpose and to set up any ad hoc working groups or task forces which it sees fit and which will report to it. Any material cost incurred as a result shall be endorsed by the Full Members and Full Members (small).

7. General Meetings

- 7.1 The Association will meet at least twice a year ("the General Meetings") in each financial year unless the Association otherwise agrees.
- 7.2 Other meetings may be arranged with the agreement of the Members.
- 7.3 A General Meeting called for the passing of a special resolution shall be called by at least 15 clear days' notice in writing. Any other meeting of the Association shall be called by at least 14 clear days' notice in writing, providing always that any meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all the Full Members and Full Members (small) entitled to attend and vote in the case of a General Meeting. Failure to receive notice properly given shall not invalidate the consideration of the business to which the notice relates.
- 7.4 Each Full Member and Full Member (small) shall have one vote at a General Meeting. Where there are two Representatives for that Member, then the Member shall determine which Representative may cast its vote.
- 7.5 Affiliate Members shall be entitled to contribute to debate at meetings but shall not have a vote.
- 7.6 Unless otherwise stated, a motion will be carried by a simple majority of those Members who are represented at that meeting and entitled to vote. The Chairman will be entitled to exercise a vote as a Representative. The Chairman will have a casting vote if there is an equality of vote except where the Association is voting on the re-election of the Chairman when the Chairman will stand down if a majority is not secured.
- 7.7 Voting will be on a show of hands unless the Association otherwise decides.
- 7.8 If a Full Member or Full Member (small) does not have a Representative in attendance, a written proxy vote may be lodged by that Member with the Secretary at least two working days prior to the meeting.
- 7.9 For a General Meeting to be quorate at least 60% of the Full Members and Full Members (small) must have a Representative present in person, by telephone, or have voted by proxy.

8. Powers of General Meeting

- 8.1 The General Meeting shall have the power to decide all or any of the following:
 - 8.1.1 to approve the appointment of the Chairman;
 - 8.1.2 to approve the appointment of the Vice Chairman;
 - 8.1.3 to approve the appointment of the Committee;
 - 8.1.4 to adopt any recommendation regarding the continued or future appointment of the Consultant (referred to in Article 11);
 - 8.1.5 to approve the budget (including secretarial costs) forecast for the succeeding financial year;
 - 8.1.6 to approve any change to the Constitution of the Association.
- 8.2 A General Meeting shall have the power to approve any variation to the secretarial and administrative duties of the Secretary and to approve or endorse any expenditure which is not included in, or is in excess of, any amount in the Annual Budget approved by the General Meeting.
- 8.3 Any motion to change the Constitution of the Association will only be carried if approved by a majority of not less the 75% of the votes eligible to be cast by the Full Members and Full Members (small) of the Association on the date the vote is taken.
- 8.4 Any motion to amend the Constitution of the Association must be submitted in writing to the Secretary not less than 14 days prior to the General Meeting at which the proposal is to be considered. The Secretary will circulate the proposal to all Members not more than 7 days thereafter.

9. Chairman and Vice Chairman

- 9.1 A Chairman and Vice Chairman for the Association will be appointed at the General Meeting for a term of one year.
- 9.2 The Chairman will (unless unavailable) chair General Meetings of the Association, meetings of the Committee, and have specific responsibility for the development and implementation of the Association's Business Plan. The Vice Chairman will assume the duties and responsibilities of the Chairman where the Chairman is either unavailable (and/or absent) to carry out such duties and responsibilities.

10. Election of the Chairman

- 10.1 Any Representative of a Full Member or Full Member (small) may be nominated for the position of Chairman. Nominations must be received by the Secretary not less than 28 days before the date fixed for the General Meeting and shall be supported by two Members that are entitled to Vote other than the nominee.

11. The Consultant

- 11.1 The Full Members and Full Members (small) may appoint or arrange for the appointment of a Consultant on the recommendation of the Committee to act as the Association's representative on such bodies as they may from time to time decide.
- 11.2 Subject to any requirements made by the Members, the terms and conditions of the appointment, including fees and expenses, shall be determined by the Committee.
- 11.3 Any proposal to dismiss the Consultant shall be determined by a General Meeting.
- 11.4 Any complaint against the Consultant shall be submitted in writing to the Secretary.

12. Consultant Responsibilities

- 12.1 The Consultant will represent the Association on all committees and at all meetings as directed by the Committee. The Consultant will act at all times in the Members' collective best interests.
- 12.2 The Consultant will liaise with the Committee, the Secretary, and the Members at all reasonable opportunities.
- 12.3 The Consultant will prepare and send a report of any appropriate meeting which he has attended on behalf of the Association to all the Members within two working days. The Consultant will support the Committee in ensuring that adequate reporting is carried out.
- 12.4 The Consultant will keep the issues affecting the Members under review.
- 12.5 The Consultant will seek the advice of all the Members on any issue of particular significance to them.
- 12.6 The Secretary will forward the details of the nominations to the Members not less than 14 days prior to the General Meeting in accordance with Article 7.
- 12.7 If no nominations are received and the Chairman is willing to remain in office then the Chairman shall be re-appointed.

13. Secretary General

- 13.1 The Association may from time to time by ordinary resolution authorise the appointment of any person to the office of Secretary to carry out the secretarial and administrative duties set out in the Schedule to the terms and conditions for the supply of services to the Association and will be a Member of the Committee.
- 13.2 The Secretary shall receive such remuneration as the Association may determine.
- 13.3 The Association may delegate to the Secretary any of the powers exercisable by the Association upon such terms and conditions and with such restrictions as it sees fit and may from time to time revoke, withdraw, alter or vary any of such powers.

14. Fees

- 14.1 The Association will be run as a non-profit making organisation. Monies will be transferred from year to year and the fees set in any year to reflect any under or over expenditure in a previous year.
- 14.2 The Members will pay the fees to the Association according to the criteria agreed by the Members in General Meeting from time to time and as set out in Schedule 1: Criteria and Relevant Charges.

15. Termination

- 15.1 Any Member may terminate its membership of the Association by giving not less than 6 months notice in writing to the Secretary expiring on 31 March in any year.
- 15.2 A Member which terminates its membership of the Association shall not be entitled to any rebate of fees or other payments which it has made to the Association prior to the date on which its notice of termination takes effect and the Member shall continue to pay and be liable to pay its share of any expenditure incurred by or on behalf of the Association during the period in which it was a Member.
- 15.3 Termination of membership by a Member will not affect any accrued right, remedy, obligation or liability of that Member which subsists as at the date of termination of its membership.

Schedule 1: Criteria and Relevant Charges

- 1.1 Upon receipt of the invoice, each Member agrees to pay its share of the annual subscription fee as outlined in Article 4 of the Constitution.
- 1.2 The amount at which each Member shall be obliged to pay towards subscription fees shall be calculated as follows:

Electricity MOPs	Requirement	Fee
Affiliate	Has one or more but less than 20 HH sites and one or more but less than 500 NHH sites	As determined by the Association from time to time
Full Member (small)	Has 20 HH sites but has less than 1,000 HH sites or has 500 NHH sites but less than 250,000 NHH sites	50% of agreed Full Member rate
Full Member	Has 1,000 HH (or more) sites or 250,000 NHH (or more) sites.	As determined by the Association from time to time

Gas MAMs	Requirement	Fee
Affiliate	Has one or more but less than 20 sites with consumption over 73,500 kWh pa and one or more but less than 500 sites with consumption under 73,500 kWh pa	As determined by the Association from time to time
Full Member (small)	Has 20 sites but less than 1000 sites each with a consumption over 73,500 kWh pa, or has 500 sites but less than 250,000 sites each with a consumption under 73,500 kWh pa.	50% of agreed Full Member rate
Full Member	Has 1,000 sites (or more) each using over 73,500 kWh pa, or 250,000 (or more) sites each using less than 73,500 kWh pa	As determined by the Association from time to time