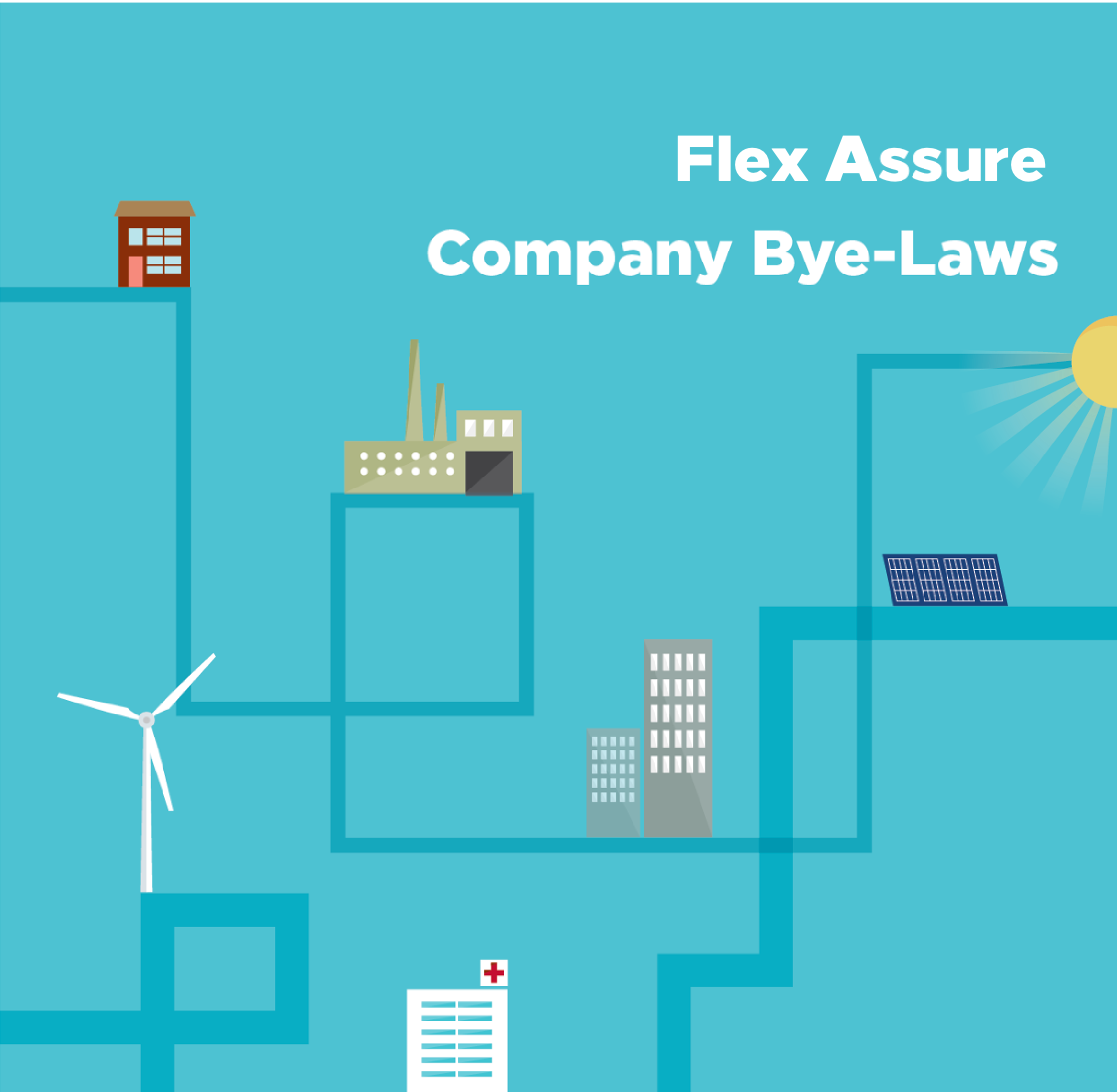
Flex Assure Company Bye-Laws



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1 The Board

1.1.1 The objects of the Scheme Company are:

(a) to define and promote good industry practice in the provision of energy flexibility services;

(b) to develop and operate schemes, including compliance schemes, to build confidence amongst Energy Flexibility Customers that the energy flexibility services industry is following best practice;

(c) to attract a substantial proportion of relevant Flexibility Services Providers to participate in these schemes;

(d) Influence related work to recognise and support adoption of this good practice;

(e) Promote awareness of good practice, and of those who are following it, among Energy Flexibility Customers and their representatives, industry bodies, regulators and policymakers; and

(f) to do anything which may be incidental or conducive to these objects,

(the "**Scheme Company Objects**") and the Board shall ensure the Scheme Company acts in accordance with these Scheme Company Objects at all times.

1.1.2 In accordance with the Articles of Association, the Board is entitled to make rules for the proper conduct and management of the Scheme Company including those relating to the appointment, duration of appointment and removal of the Board.

1.1.3 The Board may resolve to amend these Company Bye-Laws from time to time although in doing so it must act reasonably at all times. Scheme Members will receive not less than 30 Days' notice from the Scheme Administrator of any change to these Company Bye-Laws.

1.1.4 Any proposed amendments to these Company Bye-Laws which affect the Scheme will be notified to the Committee not less than 30 Days in advance of the Board meeting at which its adoption is to be resolved.

1.1.5 The current version of these Company Bye-Laws will be published on the Website.

1.1.6 The Board shall determine the Scheme Annual Fee and the Scheme Registration Fee annually in accordance with paragraph 2.1.1 of the Scheme Bye-Laws.

1.1.7 The Board shall ensure that the financial controls specified in Schedule 2 to these Company Bye-Laws governing, amongst other things, the management of bank accounts and any orders, invoices or payments made by the Scheme Company are adhered to at all times.

2 The Committee

2.1 The Role of the Committee

2.1.1 There shall be constituted a Committee in accordance with these Company Bye-Laws. The role of the Committee is to provide oversight of the Scheme to ensure that at all times the Scheme is maintained (including any amendments to the Scheme) in a manner which is consistent with the Scheme's objectives (the "**Scheme Objectives**"). The Scheme Objectives are the:

(a) development, maintenance and operation of minimum standards of Flexibility Services Providers for England, Wales, Scotland and (where practicable and/or applicable) Northern Ireland;

(b) efficient discharge of the obligations imposed upon Scheme Members by the Scheme and all applicable Law; and

(c) promotion of good industry practice and efficiency in the implementation and administration of the arrangements described in the Flex Assure Code of Conduct.

2.1.2 The Scheme Objectives shall be consistent with the Scheme Company Objects above and as specified in Article 2 of the Articles of Association, and where the Scheme Company Objects are amended or varied the Scheme Objectives shall be amended appropriately.

2.2 Duties and Powers of the Committee

2.2.1 The duties and powers of the Committee shall at all times be subject to the powers of the Board. The Board may from time to time review and amend the duties and powers of the Committee where it deems appropriate, acting reasonably at all times.

2.2.2 In fulfilling its role under paragraph 2.1.1, the duties of the Committee shall include:

2.2.2.1 monitoring the delivery of the Scheme by the Scheme Administrator and supporting the development of the Scheme content;

2.2.2.2 reviewing the results of the Scheme Administrator's Monitoring of member compliance with the Code of Conduct, including results from its Audit process;

2.2.2.3 periodically reviewing the Scheme and proposing amendments to the

Scheme (including the Scheme Requirements) which it considers would or would be likely to better facilitate achievement of the Scheme Objectives.

2.2.2.4 developing and reviewing the Guidelines (which forms part of the Scheme);

but shall be without prejudice to any other duties set out in these Company Bye-Laws (including Scheme membership).

2.2.3 In fulfilling its role under paragraph 2.1.1, the Committee has (without prejudice to any other right conferred on it pursuant to these Company Bye-Laws) the right:

2.2.3.1 To make requests for information from the Scheme Administrator in relation to the performance of the Scheme;

2.2.3.2 to request a meeting with the Scheme Administrator to report or explain the activities of the Scheme Administrator;

2.2.3.3 to establish sub-committees to look at particular issues or work with third parties or experts to establish an agreed position as necessary to discharge its functions. Insofar as any power, authority or discretion is so delegated, any reference in these Company Bye-Laws to the exercise by the Committee of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such sub-committee;

2.2.3.4 develop any proposals to amend the Scheme and submit proposals to the Board for its approval;

2.2.3.5 to approve the appointment of a Panel Member;

2.2.3.6 to veto a decision of the Scheme Administrator to suspend, remove the suspension of, dismiss or otherwise remove a Committee Member from the Committee in accordance with these Company Bye-Laws;

2.2.3.7 to delegate the fulfilment of its duties to the Scheme Administrator where the Committee considers it appropriate or expedient to do so; and

2.2.3.8 do all such other things which are lawful and necessary or expedient for the fulfilment of its role.

2.3 Membership of the Committee

Appointment of Committee Members

2.3.1 All Committee Members are required to act in the best interest of the Scheme as a whole and act in good faith in accordance with these Company Bye-Laws, working together for the achievement of the Scheme Objectives.

2.3.2 The Committee shall have between 8 and 12 (inclusive) Committee Members at any given time. In accordance with paragraph 2.3.3 it will be the responsibility of the Scheme Administrator to ensure that membership of the Committee is kept between 8 and 12 (inclusive) Committee Members at any given time. This number does not include observers.

2.3.3 Committee Members will be appointed by the Scheme Administrator so that, as far as reasonably practicable:

2.3.3.1 Committee Members are drawn from relevant industrial sectors, including Energy Flexibility Customers, Energy Flexibility Customer Representatives, Flexibility Services Providers, and independent stakeholders;

2.3.3.2 the Committee has sufficient technical and commercial expertise, competence and integrity to provide independent oversight of the Scheme;

2.3.3.3 at least 2 seats on the Committee, but no more than 3 seats, shall be reserved for Scheme Member representatives;

2.3.3.4 no more than one seat may be held by a representative of any one company or organisation (save in respect of the Scheme Administrator);

2.3.3.5 at least 2 seats on the Committee shall be reserved for consumer or trade representatives. These may be employees of consumer representation organisations or relevant experts;

2.3.3.6 at least one seat on the Committee shall be reserved for a director of the Scheme Company. No more than 2 seats may be held by Scheme Administrator staff;

2.3.3.7 One seat on the Committee must be reserved for a representative of the ADE. The ADE representative appointed to be a Committee Member shall be different to any directors of the Scheme Company appointed as Committee Members pursuant to paragraph 2.3.3.6;

2.3.3.8 At least one representative of the UK Government shall have a seat on the Committee. The representative will be classed as a non-voting Committee Member unless otherwise agreed; and

2.3.3.9 independent experts may be appointed to the Committee.

2.3.4 Scheme Member representatives shall be appointed to the Committee following election by their fellow Scheme Members. The election process shall be held in accordance with the following rules:

2.3.4.1 the Scheme Administrator shall notify all Scheme Members via email as soon as reasonably practicable of any vacancy, or vacancies (as the case may be), on the Committee for a Scheme Member representative (the "**Vacancy Notification**") and shall invite each Scheme Member to nominate an individual within their organisation as a proposed Scheme Member representative for election to the Committee;

2.3.4.2 notwithstanding paragraph 2.3.4.1 above, any Scheme Member with a sitting Scheme Member representative may not nominate another individual within their organisation for election to the Committee;

2.3.4.3 each eligible Scheme Member shall notify the Scheme Administrator via email within 10 Working Days of receipt of the Vacancy Notification the name and contact details of the individual they wish to nominate for election as Scheme Member representative. Nominations received by the Scheme Administrator from Scheme Members after the expiry of this 10 Working Day period will not be accepted;

2.3.4.4 upon receipt of all nominations, the Scheme Administrator shall notify all Scheme Members of the names of such candidate(s) and conduct voting by way of email poll. Scheme Members shall email voting replies to the Scheme Administrator within 10 Working Days from the date of circulation of the email poll. Email voting replies received by the Scheme Administrator from Scheme Members after the expiry of this 10 Working Day period will not be accepted;

2.3.4.5 upon receipt of all valid email voting replies, the Scheme Administrator shall notify all Scheme Members via email of the results of the email poll. The candidate(s) with the highest number of votes from Scheme Members shall be elected and duly appointed as Scheme Member representative(s) to the Committee. Where there is a tie between candidates, the Scheme Administrator shall decide (in their absolute discretion, acting reasonably) which candidate shall be appointed;

2.3.4.6 in the event that the number of nominations received by the Scheme Administrator pursuant to paragraph 2.3.4.3 above is insufficient to fill the relevant number of vacancies, the Scheme Administrator shall promptly appoint an appropriate and willing individual from a participating Scheme Member, or individuals from participating Scheme Members (as the case may be), to act as Scheme Member representative(s). Any individual(s) appointed in this manner must not be appointed from a Scheme Member with a sitting Scheme Member representative.

2.3.5 The Scheme Administrator shall publish the names of the Committee Members on the Website together with details of the company or other legal entity within which they are a director, officer or employee.

Term of appointment

2.3.6 Committee Members will be appointed for a fixed period of 2 years, with the option to renew on at the end of the fixed period. No member may serve for more than 8 consecutive years.

Suspension of Committee Members:

2.3.7 The Scheme Administrator may suspend a Committee Member, including the Chair, by giving written notice to the relevant Committee Member and the Committee if the Scheme Administrator is satisfied on the balance of probabilities that the relevant Committee Member is not fulfilling or is not likely to fulfil his or her duties as a Committee Member in accordance with the requirements of these Company Bye-Laws and/or the Scheme. The written notice shall outline the reasons for its decision to suspend the Committee Member and the evidence the Scheme Administrator possesses that it is relying upon.

2.3.8 Subject to paragraph 2.3.11, the suspension will have effect on the date of the Scheme Administrator's notice under paragraph 2.3.7. For the duration of the suspension, the suspended Committee Member shall not be allowed to:

2.3.8.1 Participate in (including attending meetings); and

2.3.8.2 Receive correspondence or communications (in whatever form) in relations to;

the carrying out of Committee business, other than that which may be necessary in relation to the suspension. If the Scheme Administrator determines that a suspended Committee Member has, by act or omission, breached this paragraph 2.3.8.2, the Scheme Administrator may seek to remove the suspended Committee Member in accordance with paragraph 2.3.12.

2.3.9 The Scheme Administrator shall keep the suspension of a Committee Member under review and shall take such action as it considers necessary or expedient to:

2.3.9.1 mitigate the effect of behaviour of the Committee Member giving rise to the suspension; and

2.3.9.2 ensure the continued operations of the Committee in accordance with these Company Bye-Laws (including appointing replacement Committee Members)

2.3.10 If the Scheme Administrator becomes aware of:

2.3.10.1 Any new or additional facts which it was not aware of at the time of suspension; and/or

2.3.10.2 A change in circumstances

and as a result of which, the Scheme Administrator is satisfied on the balance of probabilities that the grounds for suspension no longer apply, the Scheme Administrator may remove the suspension by giving written notice to the relevant Committee Member and the Committee. The written notice shall outline the reasons for its decision to remove the suspension and shall set out the evidence which the Scheme Administrator possesses that it is relying upon.

2.3.11 If the Committee disagrees with the Scheme Administrator's proposal to suspend a Committee Member in accordance with paragraph 2.3.7 or remove the suspension of a Committee Member in accordance with paragraph 2.3.10, it may be vetoed by a vote exceeding 75% of Committee Members present and entitled to vote. Representatives of the Scheme Administrator and the relevant Committee Member are not entitled to vote on this matter.

Removal of Committee Members

2.3.12 The Scheme Administrator may propose to remove a Committee Member, including the Chair, by giving written notice to the relevant Committee Member and the Committee if the Scheme Administrator is satisfied on the balance of probabilities that the relevant Committee Member is not fulfilling his or her duties as a Committee Member in accordance with the requirements of these Company Bye-Laws and/or the Scheme. The written notice shall outline the reasons for its decision to remove the Committee Member and shall specify:

2.3.12.1 The evidence the Scheme Administrator possesses and that it is relying upon; and

2.3.12.2 Any action taken by the Scheme Administrator to:

a) Mitigate the effect of behaviour of the Committee Member giving rise to the proposed removal; and

b) Ensure the continued operations of the Committee in accordance with these Company Bye-Laws (including appointing replacement Committee Members).

2.3.13 At the Committee meeting immediately following the date of the Scheme Administrator's notice under paragraph 2.3.12, the Committee shall vote on whether the relevant Committee Member should be removed. From the date of the vote, the relevant Committee Member shall be suspended and shall not be allowed to:

2.3.13.1 attend and participate in meetings;

2.3.13.2 receive correspondence or communications (in whatever form) in relation to the carrying out of Committee business;

other than that, which may be necessary in relation to the suspension.

2.3.14 The decision to remove the Committee Member will only be effective where at least two-thirds of Committee Members present and entitled to vote cast their votes in favour of the removal proposal. Representatives of the Scheme Administrator and the Committee Member subject to the removal proposal are not entitled to vote on this matter. If the Committee votes to remove the Committee Member the removal shall have effect on the date of the Committee's vote.

2.4 The Committee Chair

2.4.1 The Chair of the Committee will be appointed by a vote of Committee Members at the inaugural meeting of the Committee. Any Committee Member may put them self forward for election, if they are seconded by another Committee Member. Voting is undertaken via a show of hands.

2.4.2 In the event of a tie, the Scheme Administrator representative has the casting vote.

2.4.3 If no nominations for Chair are received, the Scheme Administrator representative shall appoint the Chair.

2.4.4 The Chair shall serve for a term of 2 years. At the end of the term another election shall be held. No Chair shall serve for more than 8 years.

2.4.5 The Chair’s role is to convene the Committee, supported by the Scheme Administrator, and to ensure that the Committee delivers on its responsibilities in a timely fashion.

2.4.6 The Chair may represent the Scheme to the public, with the prior agreement of the Scheme Administrator.

2.4.7 The Chair may request, where appropriate, that a Committee Member leaves a meeting of the Committee to permit free discussion on appropriate topics

2.5 Committee Meetings

2.5.1 The Committee shall meet a minimum of twice per year for the conduct of its business in a timely manner.

2.5.2 The Chair may choose to schedule additional meetings if necessary or expedient or at the request of the Scheme Administrator.

2.5.3 Notice of a meeting of the Committee must be provided at least 14 Days in advance of the scheduled date.

2.5.4 Notice, agendas and papers shall be organised by the Chair, who may delegate this responsibility to the Scheme Administrator.

2.5.5 At least 4 Committee Members, including (where one or more seats of the Committee are held by Customer Representatives) at least 2 Eligible Customers or Customer Representatives and 2 Scheme Member representatives, must be present at a meeting of the Committee to allow a meeting to be quorate. If a quorum is not present within 30 minutes (or such longer interval as the Chair in his or her absolute discretion thinks fit) from the time appointed for holding a meeting, or if a quorum ceases to be present during a meeting, the meeting shall stand adjourned to another day, (not being less than 14 Days after the date of the original meeting), and at such time and place as the Chair (or, in default, the Board) may determine.

2.5.6 The Chair shall be responsible for taking the minutes of Committee meetings. To the extent that this responsibility is delegated to the Scheme Administrator, any Scheme Administrator staff attending for the purposes of recording the proceedings will count as observers and will not be included in paragraph 2.5.5.

2.5.7 Except in the case where paragraph 2.2.3.6 applies, Committee business shall proceed by consensus as far as is possible or via a simple majority vote if it is not.

2.5.8 Any Committee Member may validly participate in a meeting of the Committee through the medium of conference telephone or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.

2.5.9 Subject to any regulatory requirement or requirement to comply with an applicable Law, no Committee Member may use or share with a third party information gained through membership of the Committee.

2.5.10 All business of the Committee which relates to individual Scheme Members shall be treated in confidence unless disclosure is required by Law or by order of a court or other competent body or authority. In such instance, the Scheme Administrator shall notify the relevant parties of the disclosure, if legally permissible to do so, as soon as reasonably possible.

2.5.11 To facilitate the timely response to customer complaints and urgent decisions of the Committee, the Scheme Administrator may contact the Committee Members via periodic written correspondence (including by way of email) for the purpose of voting. Responses and replies to votes from the Committee will be required to meet the requirements of quorum, as defined in paragraph 2.5.5, excluding the requirements on timing. Only email voting replies received by the Scheme Administrator from Committee Members within 10 Working Days of the email poll will be accepted.

2.6 Committee Voting Procedure

2.6.1 If it is the view of the Chair that consensus on a particular issue cannot be achieved within a reasonable timeframe, the Chair may call a vote.

2.7 Conduct of the Vote

2.7.1 The Chair shall endeavour to ensure that any issue put to the vote is subject to a maximum of 2 options.

2.7.2 The Chair will ask for a show of hands for each option.

2.7.3 Committee Members participating via telephone or another form of device that permits direct participation in a meeting shall be asked by name for their preference and will be counted as present for the purposes of calculating the quorum. Members who choose to abstain will be counted as present for the purposes of calculating the quorum for the purposes of paragraph 2.5.5.

2.7.4 In the event of a tie, the Chair shall have a casting vote. The Chair may choose to relinquish this right in order for further discussion to take place if the Committee determine that it is appropriate.

2.7.5 Non-voting Committee Members and observers, invited by the secretariat, may be present at votes and contribute to discussions, but are not permitted to vote.

2.8 Conflicts of Interest

2.8.1 A Committee Member must, in carrying out his or her duties in accordance with these Company Bye-Laws, avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the Scheme and/or the Scheme Objectives.

2.8.2 All Committee members when carrying out their duties and role will strive to avoid any conflict of interest:

2.8.2.1 between the interests of the Scheme on the one hand, and personal, professional, and business interests on the other;

2.8.2.2 that arises from his/her employer having a financial or other interest that could interfere with the Committee Member's obligation to act solely in the best interests of the Scheme,

(a "**Conflict of Interest**"). For the purposes of these Company Bye-Laws, a Conflict of Interest shall not be treated as arising solely by virtue of a Committee Member's employment at a (i) competitor of a Scheme Member or (ii) company whose business is in the same industry sector of a Scheme Member.

2.8.3 A person appointed as a Committee Member, when acting in that capacity:

2.8.3.1 shall act impartially;

2.8.3.2 shall not be representative of, and shall act without undue regard to the particular interests of their employer or their own personal business interests,

and shall if required by the Committee, seek agreement from the Committee Member's employer to act in such a manner.

The Committee may challenge a Committee Member and ask for rationale on any decision they make in a vote to determine if the Committee Member is acting pursuant to 2.8.3.

2.8.4 Where a Committee Member considers that there is a Conflict of Interest (as contemplated under paragraph 2.8.1) to which they are subject in relation to any matter before the Committee, the Committee Member:

2.8.4.1 shall declare such Conflicts of Interest to the Chair in advance, where practicable, in writing;

2.8.4.2 must excuse them self from any decision-making process (including leaving any current Committee meeting);

2.8.4.3 shall not attend any subsequent Committee meetings (whether in person or otherwise);

2.8.4.4 shall return, or destroy any reports, proposals, submissions, correspondence (in whatever form) communications or any form of documentation or information they hold and shall not be entitled to send or receive the same in the future; and

2.8.4.5 shall not vote (in person or by proxy) in relation to the matter before the Committee

where and for so long as the Conflict of Interest subsists.

2.8.5 If a Committee Member is uncertain as to whether or not a Conflict of Interest (as contemplated under paragraph 2.8.1) has arisen in relation to any matter before the Committee to determine, the Committee Member may refer to the Chair to determine. The Chair's determination shall be final and binding.

2.9 Remuneration of Committee Members

2.9.1 Committee members will be unpaid.

3 Scheme Administrator

3.1 Role of the Scheme Administrator

3.1.1 There shall be a Scheme Administrator appointed by the Board. The Scheme Administrator may be one or more directors, officers or employees of the Scheme Company or a third-party services provider. The Scheme Administrator is responsible for:

3.1.1.1 the efficient and effective administration of the Scheme and accounting to the Committee for the same;

3.1.1.2 providing administrative support and resources to the Committee and the Board;

3.1.1.3 providing budget management support to the Board and accounting to the Board for the same; and

3.1.1.4 performing the duties and exercising the powers delegated to it by the Board and/or the Committee in accordance with these Company Bye-Laws.

3.1.2 Where there is a conflict between the performance of any duties and/or the exercise of any powers delegated to the Scheme Administrator by the Board and those delegated to the Scheme Administrator by the Committee, the instructions of the Board shall take precedence.

3.2 Duties and Powers of the Scheme Administrator

3.2.1 The duties and powers of the Scheme Administrator shall at all times be subject to the powers of the Board. The Board may from time to time review and amend the duties and powers of the Scheme Administrator where it deems appropriate, acting reasonably at all times.

3.2.2 In fulfilling its role under these Company Bye-Laws (and without prejudice to other duties imposed and powers conferred on it under these Company Bye-Laws), the Scheme Administrator shall have:

3.2.2.1 the duties and powers set out in this paragraph 3.2;

3.2.2.2 the ability to delegate the fulfilment of its duties to one or more third parties where the Scheme Administrator considers it appropriate or expedient to do so; and

3.2.2.3 the power to do such other things which are lawful and necessary or expedient for the fulfilment of its role.

3.3 Administration of the Scheme

3.3.1 The Scheme Administrator shall comply with its obligations and exercise its rights under and in accordance with the Scheme (including selecting Scheme Members for an Audit or commencing proceedings under the Disciplinary Procedure).

3.3.2 In relation to membership of the Scheme, the Scheme Administrator shall:

3.3.2.1 manage the application and registration arrangements for membership of the Scheme in accordance with its terms;

3.3.2.2 seek out Prospective Members for the Scheme and promote the Scheme to them;

3.3.2.3 ensure Prospective Members are aware of the requirements of membership, which will be published on the Website;

3.3.2.4 have in place and maintain the Member Register; and

3.3.2.5 collect the Scheme Annual Fee and Scheme Registration Fee from Scheme Members which if not paid (in whole or in part) by the date on which such fee is due, the outstanding may be enforceable by the Scheme Administrator as a debt.

3.3.3 In relation to Scheme Logo and use of the Scheme Logo and Flex Assure trademark, the Scheme Administrator shall:

3.3.3.1 ensure that the Flex Assure Logo is the trademark of the Scheme Company; and

3.3.3.2 monitor and ensure use by Scheme Members of the Scheme Logo and Flex Assure trademark complies with the requirements of the Scheme.

3.3.4 The Scheme Administrator shall take all such action as it considers necessary or expedient (including taking rights of action available under Law) to:

3.3.4.1 protect against the infringement of the Intellectual Property Rights of the Scheme Company (including, for the avoidance of doubt, the Scheme Logo and Flex Assure trademark) howsoever arising; and

3.3.4.2 prevent the use of the Intellectual Property Rights of the Scheme (including, for the avoidance of doubt, the Scheme Logo and Flex Assure trademark) in a manner which may bring the Scheme into disrepute.

3.3.5 In relation to auditing, the Scheme Administrator shall:

3.3.5.1 ensure that all Scheme Members are subject to an Audit at least once every 2 years in accordance with the Scheme;

3.3.5.2 have the authority to propose to the Committee changes to the Audit Questionnaires where it is satisfied that such changes would or would be likely to better facilitate achievement of the Scheme; and

3.3.5.3 comply with the provisions of section 7.

3.3.6 The Scheme Administrator shall keep the Scheme Documentation under review and where it considers that a modification to one or more of them would or would be likely to better facilitate achievement of the Scheme Objectives, propose to the Committee that such modification should be developed.

3.3.7 The Scheme Administrator may from time to time review these Company Bye-Laws and recommend changes to these Company Bye-Laws to the Board where it is satisfied that such change would or would be likely to better facilitate achievement of the Scheme Objectives.

3.3.8 In relation to communication in respect to the Scheme, the Scheme Administrator shall:

3.3.8.1 Develop and deliver a communications strategy for approval by the Committee that details how the Scheme will be promoted to key stakeholders, including Prospective Members and Energy Flexibility Customers;

3.3.8.2 design and maintain the Website (or procure the maintenance of the same);

3.3.8.3 publish appropriate Scheme content on the Website, including guidelines and education materials for Energy Flexibility Customers about what they should expect from a Scheme Member and how the Scheme's processes work. Minutes and reports should be published as appropriate;

3.3.8.4 publish all Guidelines on the Website;

3.3.8.5 publish Scheme data, appropriately anonymised, on the Website;

3.3.8.6 provide publicly accessible contact information to permit Energy Flexibility Customers with questions about the Scheme to seek more information; and

3.3.8.7 manage any media inquiries about the Scheme, and deliver any media outputs, including press releases and social media engagement, that it judges to be useful tools for delivering its communications strategy.

3.3.9 In relation to providing administrative support to the Committee, the Scheme Administrator shall provide such support as may be delegated to it by the Chair including:

3.3.9.1 Acting as secretariat to the Committee including preparing agendas and issuing notices for any meetings to be convened;

3.3.9.2 entering into contracts for the provision of goods and services (including with Auditors and Panel Secretariat) as may be required for the purposes of the administration of the Scheme;

3.3.9.3 responding to requests for information from the Committee in relation to the performance of the Scheme;

3.3.9.4 attending any meeting requested by the Committee to report or explain its activities; and

3.3.9.5 organising suitable venues, meeting rooms and refreshments for any meetings of the Committee or subcommittees of the Committee.

3.3.10 In relation to management of the budget allocated to the Scheme Company, the Scheme Administrator shall:

3.3.10.1 provide such administrative support to the Board as it requires from time to time including preparing agendas and issuing notices for any meetings to be convened;

3.3.10.2 ensure that the Scheme remains within its budget as determined by the Board;

3.3.10.3 ensure that good accounting practices are followed and that financial records are kept of any transaction involving Scheme funds; and

3.3.10.4 ensure that financial data is provided to the Board quarterly.

3.3.10.5 ensure all necessary notifications and reports are filed at Companies House and any other necessary government authorities.

4 The Panels Secretariat

4.1 Appointment of the Panels Secretariat

4.1.1 The Panels Secretariat will be appointed by the Scheme Administrator, subject to the approval of the Committee and the Board and will be remunerated accordingly under a services contract.

4.1.2 The Scheme Administrator shall ensure that the services contract in relation to its activities with regards to the Scheme, shall include obligations on the Panels Secretariat to comply with and observe all applicable Laws including confidentiality, data protection and anti-bribery which are no less onerous than the equivalent provisions contained in the Scheme Bye-Laws.

4.2 Role of the Panels Secretariat

4.2.1 The Panels Secretariat is independent of the Scheme Administrator and the Scheme and provides secretariat assistance to the Compliance Panel and the Appeals Panel.

4.2.2 The Panels Secretariat will attend all Hearings of the Compliance Panel and the Appeals Panel providing such assistance to the Compliance Panel and the Appeals Panel as delegated to it by the Compliance Panel and the Appeals Panel (as applicable). The assistance to be provided by the Panels Secretariat may include:

4.2.2.1 convening Hearings;

4.2.2.2 accepting service of documentation to the Compliance Panel and/or the Appeals Panel;

4.2.2.3 preparing documents relating to Hearings for circulation to Panel

Members;

4.2.2.4 preparing a transcript of Hearings;

4.2.2.5 preparing and issuing determinations following Hearings to the Scheme Administrator and the relevant Registered Participants; and

4.2.2.6 preparing invoices in relation to a Panel's recoverable costs as determined in accordance with these Company Bye-Laws.

5 Compliance Panel

5.1 Role of the Compliance Panel

As and when required, there shall be constituted an independent Compliance Panel whose role is to determine whether or not a Scheme Member is non-compliant with the Code of Conduct and the Scheme.

5.2 Appointment of the Compliance Panel

5.2.1 The Scheme Administrator shall appoint members of the Compliance Panel, comprising of 6 members. Their appointment shall be subject to the approval of the Committee and Board. Members of the Compliance Panel shall be selected and appointed so that as far as reasonably practicable:

5.2.1.1 members should be drawn from relevant industrial sectors to ensure a reasonable balance of interests;

5.2.1.2 members should have sufficient technical and commercial expertise, competence and integrity to provide independent provide independent assessment of non-compliance; and

5.2.1.3 no member should be appointed if the Scheme Administrator reasonably considers that the appointment of a member would give rise to a conflict of interest (as contemplated in paragraph 2.8).

5.2.2 Members of the Compliance Panel shall be appointed for such period as may be required to determine the matter (or matters) referred to it in accordance with the Scheme.

5.3 Duties and Powers of the Compliance Panel

5.3.1 In fulfilling its role under paragraph 5.1 the Compliance Panel shall (without prejudice to any other right or obligation conferred on it pursuant to these Company Bye-Laws):

5.3.1.1 appoint from within their number one member to act as Chair;

5.3.1.2 determine any matter before it in accordance with the Scheme and has the right to make an order for costs against a Scheme Member who it determines to be noncompliant with the Scheme, as it considers to fair and reasonable;

5.3.1.3 ensure that all Panel Members act in the best interests of the Scheme as a whole and act in good faith in accordance with these Company Bye-Laws, working together for achievement of the Scheme Objectives;

5.3.1.4 delegate to the Panel Secretariat the exercise or performance of any rights or obligations as it determines appropriate;

5.3.1.5 refrain from using or sharing with a third party any information which is gained through membership of the Compliance Panel;

5.3.1.6 treat all business of the Compliance Panel as confidential and only disclose documents relating to the appeal to the extent required by Law or by order of a court or other competent body or authority. In making any disclosure, the Compliance Panel shall first notify the Scheme Administrator who in turn should be obliged to notify the relevant Scheme Member as soon as reasonably possible; and

5.3.1.7 do such other things which are lawful and necessary or expedient for the fulfilment of its role.

5.3.2 Any determinations of the Compliance Panel shall be final and binding on the Scheme Members to which the determination relates, unless it is appealed in accordance with the Scheme.

5.4 Conflicts of Interest

5.4.1 Where a Compliance Panel member considers that there is a conflict of interest (as contemplated in paragraph 2.8) to which they are subject in relation to any matter before the Compliance Panel to determine in accordance with these Company Bye-Laws, the Compliance Panel member:

5.4.1.1 must excuse them self from any decision-making process (including leaving any current Hearing);

5.4.1.2 shall not attend any subsequent Hearings (whether in person or otherwise), or

5.4.1.3 shall return, or destroy any reports, proposals, submissions, correspondence (in whatever form) communications or any form of documentation or information they hold and shall not be entitled to send or receive the same in the future; and

5.4.1.4 shall not vote or otherwise have a say in the determination, in relation to the matter before the Compliance Panel where and for so long as the conflict of interest subsists.

5.4.2 If a Compliance Panel Member is uncertain as to whether or not a conflict of interest (as contemplated in paragraph 2.8) has arisen in relation to any matter before the Compliance Panel to determine, the Compliance Panel member may refer to the Chair to determine. The Chair's determination shall be final and binding.

5.5 Funding the Compliance Panel

5.5.1 The Compliance Panel may recover its reasonable expenses incurred by it in the discharge of its duties from:

5.5.1.1 the Scheme Company; and/or

5.5.1.2 the Scheme Member (determined by the Compliance Panel to be non-compliant with the Scheme), by service of an order for costs pursuant to paragraph 5.3.1.1. Any such order shall detail the types of costs claimed, their amount, and any hourly or other method by which they are fixed.

5.5.2 The Scheme Administrator shall ensure that the Compliance Panel provides details of any order for costs at least 3 Working Days prior to any Hearing to the Scheme Administrator and the relevant noncompliant Scheme Member.

5.5.3 Claims for costs prepared by the Compliance Panel may include:

5.5.3.1 Costs relating to the investigation of any alleged breach of the Scheme;

5.5.3.2 costs of the Hearing; and

5.5.3.3 any other costs which the Compliance Panel considers are connected to the matter or matters being heard.

5.5.4 Where the Compliance Panel makes an order for a Scheme Member to pay costs to the Scheme Company, the Scheme Administrator will raise an invoice within 14 Days after the order is made. This invoice will set out a due date by which the invoice must be settled. Scheme Members may negotiate an alternative payment date with the Scheme Administrator. Failure of the Scheme Member to settle by this date will result in:

5.5.4.1 Termination of a Scheme Member’s membership of the Scheme;

5.5.4.2 The outstanding amount may be enforced by the Scheme Administration as a debt; and simple interest shall accrue on the outstanding amount at the rate which is from time to time equivalent to the base rate of National Westminster Bank plc plus one percent or, if there is no such base rate, such base rate as the Scheme Administrator may designate for the purposes hereof plus one percent.

6 Appeals Panel

6.1 Role of the Appeals Panel

As and when required, there shall be constituted an independent Appeals Panel whose role is to determine (pursuant to and in accordance with the Scheme) any appeal referred to it by a Scheme Member in relation to a determination by the Compliance Panel.

6.2 Appointment of the Appeals Panel

6.2.1 The Appeals Panel is constituted as in paragraph 5.2 except that all references to the "Compliance Panel" in paragraph 5.2 shall be construed as reference to the Appeals Panel.

6.2.2 No person shall be selected as a member of the Appeals Panel for 2 consecutive complaints

6.2.3 Any determinations of the Appeals Panel shall be final and binding on the Scheme Members to which the determination relates.

6.3 Duties and Powers of the Appeals Panel

The duties and powers of the Appeals Panel shall be (without prejudice to any other right or obligation conferred on it pursuant to these Company Bye-Laws) as in paragraph 5.3, except that all references in that paragraph to "Compliance Panel" shall be deemed to be references to Appeals Panel.

6.4 Conflicts of Interest

Paragraph 6.4 shall apply to Appeals Panel members except that all except that all references in that paragraph to "Compliance Panel" shall be deemed to be references to Appeals Panel.

6.5 Funding the Appeals Panel

The Appeals Panel may recover reasonable expenses incurred by it in the discharge of its duties in accordance with paragraph 5.5, except that all references in that paragraph to "Compliance Panel" shall be deemed to be references to Appeals Panel.

7 Auditors

7.1.1 The Scheme Administrator will maintain a register of Auditors. The Scheme Administrator shall determine the criteria by which an Auditor is selected for inclusion in the register, which criteria shall include:

7.1.1.1 having sufficient expertise, industry knowledge, competence and integrity to carry out its functions efficiently and effectively;

7.1.1.2 entry on a register of auditors for other energy consumer protection schemes; and

7.1.1.3 value for money.

7.1.2 The Scheme Administrator shall ensure that the Auditor will assess the Scheme Member's energy flexibility Arrangement and any customer communication in accordance with the requirements of the Scheme.

7.1.3 The Scheme Administrator shall ensure that the services contract in relation to its activities with regards to the Scheme, shall include obligations on Auditors to comply and observe confidentiality, data protection and anti-bribery which are no less onerous than the equivalent provisions contained in the Scheme Bye-Laws.

7.1.4 The Scheme Administrator will make available Audit Guidelines on the Website. Any changes to the Audit Guidelines will be notified to all Auditors via email.

Schedule 1 - Definitions

"ADE"	means the Association for Decentralised Energy, being a company limited by guarantee and incorporated in England and Wales with the company number 917116, which acts as sponsor of the Scheme.
Appeals Panel"	means the panel set up by the Scheme to evaluate appeals undertaken by Scheme Members against penalties and sanctions imposed upon them by the Compliance Panel.
"Application Form"	means the application form for the Scheme membership (as amended, supplemented, or replaced from time to time) as published on the Scheme Website or available upon request from the Scheme Administrator.
"Articles of Association"	means the articles of association of the Scheme Company (as amended, supplemented or replaced from time to time).
"Audit"	means the assessment by an Auditor of a Scheme Member's flexibility services supply contract (as may be required by the Scheme Administrator under the Scheme Bye-Laws) against the criteria laid down in the Scheme to check whether a Scheme Member is acting in accordance with the Scheme's requirements as defined in the Code of Conduct and these Bye-Laws (as amended, supplemented or replaced from time to time).
"Audit Guidelines"	means the guidelines provided by the Scheme Administrator defining how to complete an Audit of a Scheme Member's energy flexibility services activities.
"Audit Questionnaire"	means the questionnaire used by the Auditor in the carrying out of an Audit (as amended, supplemented or replaced from time to time).
"Auditor"	means the Scheme Administrator or a person independent of the Scheme Administrator who is appointed by the Scheme Administrator to conduct Audits.
"Board"	means the board of directors of the Scheme Company as appointed from time to time in accordance with the Articles of Association.
"Chair"	means the person appointed from time to time as the chairperson of the Committee, Compliance Panel or Appeals Panel as the context requires.
"Code of Conduct"	means a set of standards for marketing, sales and provision of energy flexibility services developed by the ADE, its members and stakeholders and utilised by the Scheme Company as standards for the Scheme (as amended, supplemented or replaced from time to time), forming part of the Scheme and which set out a common minimum standard in the quality of service for Energy Flexibility Customers.
"Committee"	means the independent committee set up in accordance with these Company Bye-Laws for oversight of the Scheme.
"Committee Member"	means a member of the Committee appointed from time to time in accordance with these Company Bye-Laws.
"Company Bye-Laws"	means this document (as amended, supplemented or replaced from time to time).
"Compliance Panel"	means a panel set up by the Scheme Administrator from time to time for the purposes described in these Company Bye-Laws.

"Conflict of Interest" has the meaning given to it in paragraph 2.8.2 of these Company Bye-Laws.

"Customer Representative" means either:

(a) an organisation or trade body that represents a number of Energy Flexibility Customers; or

(b) any Energy Flexibility Customer.

"Day" means a calendar day.

"Disciplinary Procedure" has the meaning given to it in the Scheme Bye-Laws.

"Eligible Customer" means an Energy Flexibility Customer or potential Energy Flexibility Customer of a Scheme Member with whom sales or marketing activities have taken place since the Scheme Members Joining Date into membership of the Scheme.

"Energy Flexibility Customer" means a customer of a Flexibility Services Provider to whom that Flexibility Services Provider provides, or is to provide, Energy Flexibility Services.

"Energy Flexibility Services" means the coordination, aggregation or optimisation of Flexible Energy Assets.

"Flexibility Services Provider" means any actor providing Energy Flexibility Services to one or more Energy Flexibility Customer(s).

"Flexible Energy Assets" means assets capable of modifying energy generation and/or consumption in response to an external request, signal or price.

"Guidelines" means guidelines forming part of the Scheme developed and maintained by the Committee in accordance with these Company Bye-Laws (as amended, supplemented or replaced from time to time).

"Hearing" means a hearing of the Compliance Panel or the Appeals Panel.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks business names and domain names, rights in get-up goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Launch Date" means the date on which the Scheme is launch and commences activity.

"Law" means any applicable statute or proclamation or any delegated or subordinate legislation; any applicable guidance, direction or determination with which the Scheme, Scheme Member and/or the Eligible Customer is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to them; and any applicable judgement of a relevant court of law which is binding in England, Wales, Scotland or (if applicable) Northern Ireland.

"Member Register"	means a list posted on the Scheme Website of current Scheme Members and their status under the Scheme as defined in the Flex Assure Code of Conduct.
"Monitoring"	means activities carried out by or on behalf of the Scheme Administrator to check Scheme Members compliance with the Scheme in accordance with section 8 (*Monitoring*) of the Scheme Bye-Laws.
"Panel"	means either the Compliance Panel and/or the Appeals Panel, as the context may require.
"Panel Member"	means a member of one or more Panel(s) appointed by the Scheme Administrator from time to time.
"Panels Secretariat"	means a person(s) appointed from time to time by the Scheme Administrator in accordance with paragraph 4.1 (*Appointment of the Panels Secretariat*) of these Company Bye-Laws independent of the Scheme Administrator and the Scheme who provides secretariat assistance to the Compliance Panel and the Appeals Panel.
"Prospective Member"	means a potential member of the Scheme.
"Scheme Administrator"	means the administrator assigned by the Board to administer the Scheme.
"Scheme Member"	means a member of the Scheme who has committed through the Membership Agreement to adhere to the Code of Conduct, Scheme Bye-Laws and these Company Bye-Laws in the provision of energy flexibility services to business customers.
"Scheme"	means Flex Assure, being a scheme to establish a common standard for the conduct of business to business Flexibility Services Providers, and to provide assurance of a level of quality and service which is: a) set out in the Scheme Bye-Laws, the Code of Conduct and the Guidance; and b) sponsored by the ADE, administered by the Committee (with support by the Scheme Administrator) and overseen by the Board.
"Scheme Annual Fee"	means the annual fee payable by Scheme Members in respect of participation in the Scheme, set out in the Scheme Bye-Laws.
"Scheme Logo"	means a branded logo owned by the Scheme which is provided to Scheme Members to indicate active membership of the Scheme, subject to the Bye-Laws and Scheme Membership Agreement.
"Scheme Registration Fee"	means a one-time, initial fee payable by Scheme Members on first joining the scheme as set out in the Bye-Laws.
"Scheme Bye-Laws"	means the bye-laws of the same name (as amended, supplemented or replaced from time to time), forming part of the Scheme and which set out the basis of the relationship between the Scheme Company and a Scheme Member.
"Scheme Company"	means **Flex Assure Ltd**, a company registered with company number 11652552 limited by guarantee, having its registered office at 6th Floor Heron House, 10 Dean Farrar Street, London, SW1H 0DX and being a wholly owned subsidiary company of the ADE and responsible for administering the Scheme.

"Scheme Company Objects" has the meaning given to it in paragraph 1.1.1 of these Company Bye-Laws.

"Scheme Documentation" means collectively the Scheme Bye-Laws, the Flex Assure Code of Conduct, the Scheme Membership Agreement and the Application Form.

"Scheme Objectives" has the meaning given to it in paragraph 2.1.1 of these Company Bye-Laws.

"Scheme Requirements" means:

a) provision by the Prospective Member to the Scheme Administrator of the evidence set out in Part 1 (*Enrolment Audit*) of Schedule 4 (*Audit Requirements*) to the Scheme Bye-Laws in a form satisfactory to the Scheme Administrator (acting reasonably), taking into account the following Articles of the Code of Conduct:

i) Article 2 (*Sales and Marketing*);

ii) Article 3.1 (*Data Privacy*);

iii) Article 3.2 (*Cyber Security*);

iv) Article 3.3 (*Health, safety and environment*);

v) Article 3.4 (*Public liability insurance*);

vi) Article 6.1 (*Complaints procedure*); and

vii) Article 6.4 (*Record keeping*).

b) payment of the Scheme Annual Fee; and

c) payment of the Scheme Registration Fee.

"Website" means the Scheme website: **www.flexassure.org** or such updated reference as notified by the Scheme Administrator.

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

1.1 Paragraph and other headings are for convenience only and shall not affect the construction thereof.

1.2 Unless the context otherwise requires, any reference to a "paragraph" is to a paragraph of these Company Bye-Laws and any reference to a "section" is to a section of these Company Bye-Laws.

1.3 Any reference to any Law shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force.

1.4 Any reference to any person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and shall be deemed to include its successors in title or assignees.

1.5 Any use of the term "including" (or a derivation of that term) shall be construed as meaning including, without limitation.

1.6 Except where the context otherwise requires, the words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

Schedule 2 – Financial Controls

1 Bank account policies

The opening or closing of bank accounts, and the approval/removal of signatories on bank accounts is determined by the Board of Directors and recorded in the meeting minutes.

The Flex Assure bank account must only be used for Flex Assure business; it must not be used to receive or transfer money for the private benefit of individuals or third parties.

The Finance Manager is responsible for keeping account records and ensuring that the bank mandate is kept up to date.

2 Bank account procedures

Authorised signatories under the Barclays mandate are the:

- ADE CEO
- ADE Director of Business Development
- ADE Finance Manager
- Flex Assure Chairperson

It is the specific responsibility of the Finance Manger to see this is kept up to date.

3 Making payments

- The authorised signatories are able to sign cheques (although use of cheque payments should be minimised) and authorise online payments, standing orders and direct debits.
- All cheques up to £5,000 to be signed by two authorised signatories and above that must be signed by ADE CEO and the Flex Assure Chairperson.
- No person can authorise any payment to or for the benefit of themselves or any related party.
- The use of multiple payments to circumvent the authorised signing limits is not allowed.
- The Finance Manager is responsible for keeping documents, setting up payments by direct debit or standing order, and for monitoring arrangements so that Flex Assure can ensure that they are cancelled when Flex Assure stops using the goods or services being supplied.
- When making a payment, the person authorising must check the invoice (or similar evidence) and initial and date it to confirm that they have made the payment.

4 Payment procedure

1. The Finance Manager inputs BACS payments onto the internet banking platform (barclays.net) using own smart card and personal system password.
2. Finance Manager directs an authorised signatory, to log onto barclays.net using own smart card and personal system password. The authorised signatory checks on screen amount and payment recipient bank details are the same as on supplier invoice.
3. The authorised signatory, under the supervision of the Finance Manager actions electronic payment.

5 Salary payments

Monthly payroll is prepared by the external Accountant and forwarded to Finance Manager for checking. BACS payments are authorised by the ADE CEO.

6 Expenditure

Orders must be made responsibly, in accordance with the objectives of Flex Assure and within the approved budget and authority levels (as set out in Table 1).

Any spending beyond the approved budget must be pre-approved by the Flex Assure Board of Directors.

Budgeted expenditure is identified expenditure in the operational budget of the business plan. Unbudgeted expenditure does not appear in the operational budget of the business plan.

All staff expenses will be checked by the ADE Finance Manager and authorised by the ADE Director of Business Development or ADE CEO.

7 Invoices

All invoices will be authorised in line with the delegated authorities (as set out in Table 1).

All invoices should be sent, when received, to the Finance Manager for recording.

The person who requested the goods or services is responsible for checking the quality and quantity of what has been received and that it matches the order, and that the invoice agrees to this and is accurate.

No invoices shall be passed for payment until they have been correctly authorised in accordance with the Limits of Authority set out in Table 1.

Once an invoice has been authorised, suppliers will be paid according to their payment terms, or if no terms are defined then within 30 Days.

8 Authorisation procedures

Orders, invoices and payments shall be authorised according to the levels of authority set out in table 1 below:

Table 1		
Area of authority	**Limits applied**	**Designated persons**
Approval of orders for goods and services	Up to £100 (budgeted)	One (different to initiator) from: Scheme Administrator, ADE Director BD, Finance Manager
	£101 to £6000 (budgeted)	One from: Scheme Administrator, Finance Manager plus one from: ADE CEO, ADE Director BD
	Over £6000	Full Board approval.
Authorisation of invoices	Up to £500	Two from: Finance Manager, Scheme Administrator, ADE Director BD
	£501 to £6000	One from: Finance Manager, Scheme Administrator Plus one from: ADE CEO, ADE Director BD
	Over £6000	Two from: Flex Assure Chairperson, ADE CEO, ADE Director BD, Director ADE Representative
Approval of staff expenses (other than ADE MD and FA Directors)	Within budget	One from: ADE CEO, ADE Director BD (If claim by ADE CEO or Flex Assure Director, to be checked by Finance Manager and Authorised by Chairperson or FA Director, other than Director submitting the claim).

9 Procurement, estimates and tendering

In order to ensure value for money for significant purchases, research should be carried out on the goods or services in question and a relevant specification drawn up. For high value contracts (over £6,000), a minimum of three written quotes should be obtained, or the contract put out for tender. Where the supplier chosen is not the cheapest, the reasons for this choice must be documented.

10 Tender process

1. Agree specification for the service or product, requirements of the supplier, and any quality issues

2. Advertise as widely as possible through local networks and contacts, place opportunity on Flex Assure’s web site, allowing a minimum of three weeks for responses.
3. Ensure the advertisement gives clear information about how to apply.
4. Send out the specification to interested parties with full information of how to submit a tender.
5. Evaluate responses on the basis of the specification by a panel of at least two, preferably three people.
6. For some services such as consultancy, it may be worth considering inviting a shortlist of suppliers to an interview/face to face meeting.
7. Take up references if appropriate
8. Award to supplier issuing appropriate contract checked by legal advisor.
9. File evidence of the process.

11 Accounting records policy

Flex Assure will keep accounting records which are sufficient to explain all transactions and show the charity’s financial position at any time. These will include:

- Bank statements
- Month end payments reconciliation (approved by ADE managing director)

All accounts files will be kept for the statutory period of six years from the end of the accounting period in which they were generated.

12 Bank reconciliations

Reconciling the entries in the cashbook to the bank statements is a central financial control. Bank reconciliations will be carried out promptly after receiving each bank statement and will be independently checked.