



NON-EXECUTIVE DIRECTOR Role & Responsibilities

1. Compliance

- 1.1. A Non-Executive Director of the Association for Renewable Energy and Clean Technology REA, trading as the Renewable Energy Association and will be registered as such at Companies House.
- 1.2. The Appointment is for a term of 3 years. You undertake to resign as a Non-Executive Director of the Company immediately after your 3-year term is complete. The Appointment will be subject to the Company's Articles of Association (a copy of which has been provided to you) and any necessary resolution of shareholders.
- 1.3. Notwithstanding the other provisions of this agreement, the Appointment may be terminated at any time by the Company in accordance with the Company's Articles of Association or the Companies Act 1985, or upon your resignation. Upon such termination or resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment.
- 1.4. During the Appointment you will serve the Board and attend other sub-groups to represent the Board from time to time. You will be provided with copies of the terms of reference for each of those sub-groups.
- 1.5. You are considered to be a Non-Executive Director and will be identified as such in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Chairman as soon as practicable.

2. Commitment

- 2.1. The Company anticipates a minimum time commitment of attending 6 Board meetings across the year, the AGM and 2 full day Strategy/Planning workshops. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
- 2.2. You may occasionally be asked to provide comment for the media on specific items. You will receive support from the executive team for this.
- 2.3. You will be an advocate for the Company.
- 2.4. By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

3. Role

- 3.1. As a Non-Executive Director you have the same general legal responsibilities to the Company as any other Director.
- 3.2. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:
 - 3.2.1. provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed
 - 3.2.2. sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance
 - 3.2.3. sets the Company's values and standards and ensures that its obligations to its stakeholders and others are understood and met.
- 3.3. In addition to these requirements of all Directors, the role of the Non-Executive has the following key elements:
 - 3.3.1. Strategy: Non-Executive Directors should constructively challenge and contribute to the development of strategy
 - 3.3.2. Performance: Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance
 - 3.3.3. Risk: Non-Executive Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible
 - 3.3.4. People: Non-Executive Directors are responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing, and where necessary removing, senior management and in succession planning.

4. Remuneration & Expenses

- 4.1. The Company will pay you the following fees for performing your role.
- 4.2. Fee equals £6,000 p/a.
- 4.3. In addition to remuneration, Directors are permitted to claim reimbursement



for out-of-pocket expenses necessarily incurred on REA business in accordance with the REA's travel and expenses policy.

- 4.4. The Director fee will be subject to PAYE and will accordingly be paid through company payroll. All payments will be made quarterly in arrears.

5. Other Directorships and Business Interests

- 5.1. The Company acknowledges that you have business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed via the Register of Interests no less than 28 days after the conflict became known.
- 5.2. During the Appointment you must consult with the Chairman prior to accepting any other (or further) directorships of private or publicly quoted companies or any major external appointments.

6. Confidentiality

- 6.1. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company with which you come into contact by virtue of your position as a Non-Executive Director of the Company.
- 6.2. On termination of the Appointment, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Director of the Company. The Company is able to arrange the disposal of papers that you no longer require.

7. Review Process

- 7.1. The performance of the Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chairman as soon as is appropriate.

8. Insurance

- 8.1. The Company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of the Appointment.

9. Policies & Procedures

- 9.1. The Company requires its Non-Executive Directors to adhere to certain



policies and procedures, including:

- Complaints
- Data Protection, Confidentiality and Record Keeping
- Standards of Conduct
- Whistle Blowing

A copy of the Company's policies and procedures has been made available to you.

10. Status

10.1. An agreement constitutes neither a contract for services, a service contract, nor a contract of employment.