

TERMS OF REFERENCE

1. NAME OF THE ORGANISATION

- 1.1. The date of the first meeting shall be: 1st October 2013
- 1.2. The organisation will be referred to as:

Eden Geothermal Community Liaison Group (the “Group”)

2. FUNCTION AND OBJECTIVES

- 2.1. The principle objective is to provide a forum for the discussion and distribution of information related to the geothermal operations at the Eden Project to representatives of those living in the local area.
- 2.2. The Group will act as a forum for communication between Eden Geothermal Limited (“EGL”), its partners and the local community. Any concerns about the geothermal project raised by the local community should be directed to the community representatives and raised at the Group meetings.
- 2.3. The Group, where it is considered appropriate, may invite other organisations to attend the Group to provide further information and clarification of aspects of the geothermal operations.

3. MEMBERSHIP AND ATTENDANCE

- 3.1. The Group will consist of an agreed set number of members. On occasions other parties may be invited to attend meetings, such as professionals involved with the geothermal operations.

- 3.2. The Group will be formed by named representatives of the following:

Representatives from local parish councils:
Treverbyn, Carlyon, St Blaise and Luxulyan – 1 from each parish
Local Councillor – 3
Eden Geothermal Ltd – 3
Eden Project – 1
Eden Neighbours’ Forum - 1
Representative of Cornwall Council officers – 2
South and East Cornwall Local Action Group - 1

Roy Taylor will be Chairman of the Group.

The following may be invited to attend:
Imerys Minerals Limited – 1
Representative of the Environment Agency – 1

- 3.3. Each organisation will name their individual representatives; however, a substitute may attend if the Group is notified in advance. This will take in to account holidays and other commitments.
- 3.4. A quorum will be taken to comprise 6 members; in the absence of a quorum the Chairman will decide whether to annul the meeting and reconvene at a later date.
- 3.5. In the event, a vote is taken in a meeting by the members present and there is an equal number of votes in favour as there is against, the casting vote shall be made by the Chairman (having already cast his/her deliberative vote).
- 3.6. The Group reserves the right by majority vote to terminate the membership of any individuals who are disruptive and detrimentally impact the purpose or proceedings of the Group.
- 3.7. Members of the public shall be entitled to ask questions or raise concerns during a dedicated open forum at each meeting.
- 3.7.1 Any member of the public who wishes to address the Group members must notify the Chairman in advance of the meeting and it will be at the discretion of the Chairman to ensure that the issue being raised is appropriate for the Group.
- 3.7.2 Each person wishing to address the members will be allocated a maximum time of 5 minutes per meeting.
- 3.7.3 A total of no more than 20 minutes will be made available per meeting as an open forum for members of the public.

4. MEETINGS

- 4.1. Meetings shall be held at the Eden Project or as otherwise agreed by the Group. Meeting dates and times will be agreed at the previous meeting. Meetings will be held on a regular basis and as and when issues might arise.
- 4.2. EGL will provide the secretarial services for the Group.
- 4.3. Any notifications of absence must be received seven days prior to the meeting.
- 4.4. All meetings will be noted by the secretary. These notes will then be circulated to the Chair who will approve them so they can be distributed to the attendees.
- 4.5. This Group is generally not open to members of the public, notwithstanding Clauses 3.1. and 3.7.

5. DISTRIBUTION OF INFORMATION

- 5.1. The notes of all meetings held by the Group will be distributed and made available to residents of the four local parishes and other interested parties.
- 5.2. The Group will have no executive or binding authority over the members or the

organisations they represent, and no access to data, records or information held by EGL that EGL considers is commercially confidential or which is not already in the public domain.

6. COSTS AND EXPENSES

- 6.1. Subject only to 6.2, each representative shall be responsible for any cost or expense incurred by him/her in relation to the meetings or proceedings of the Group.
- 6.2. EGL will bear the reasonable cost of hire of the location of the meetings of the Group, but, for the avoidance of doubt, EGL shall bear no other cost arising in relation to the Group or as a consequence of the Group's proceedings without its express prior approval.

7. ALTERATIONS TO THE CONSTITUTION

- 7.1. Alterations to the Terms of Reference may be made at any meeting.
- 7.2. Changes to the Terms of Reference must be agreed by a vote of not less than 75% of members attending and voting.

8. DISSOLUTION

- 8.1. The Group may be dissolved by a majority vote or at the reasonable discretion of EGSE.
- 8.2. On being dissolved, any assets acquired by EGL for or on behalf of the Group will become the property of EGL unless otherwise specified.

9. CONTACT DETAILS

- 9.1. The Group can be contacted as below through EGL:

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