

MEMORANDUM AND ARTICLES
OF ASSOCIATION
OF
THERMAL INSULATION
CONTRACTORS ASSOCIATION

Formatted Font (Default) Anal, 8 pt

| 33593 0009 1615589

A handwritten signature in black ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.

No: 1885918

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND
ARTICLES OF ASSOCIATION

OF

THERMAL INSULATION CONTRACTORS ASSOCIATION

(Incorporated on 13th February 1985 – these Memorandum and Articles of
Association incorporate all amendments to 1 December 2011)

Formatted Font (Default) Anal, 8 pt



No: 1885918

THE COMPANIES ACT 2006

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

THERMAL INSULATION CONTRACTORS ASSOCIATION

(Incorporating all amendments to 1 December 2011¹)

- 1 Deleted
- 2 Deleted
- 3 Deleted
- 4 Deleted
- 5 Deleted
- 6 Deleted
- 7 Deleted
- 8 Deleted

¹ By a Special Resolution dated 1 December 2011, new Articles of Association of the Company were adopted which retained the provisions of the Company's Memorandum of Association which, by virtue of section 28 of the Companies Act 2006, were treated as provisions of the Company's Articles of Association

Formatted Font (Default) Arial, 8 pt



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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

METROPOLITAN INSULATION CO LTD
Aberdeen House
66 Victoria Road
Horsley
Surrey

DARLINGTON INSULATION CO LTD
West Auckland Road
Darlington
Co Durham

CAPE CONTRACTS LTD
Cape House
Exchange Road
Watford
Herts

Dated this 7th day of December 1984

Witnesses to the above signatures

Stuart Leslie Bell
15 Brantree Avenue
Redbridge
Ilford
Essex

Paul Stewart Haley
7 Hurstville Avenue
East Bierley
Bradford
West Yorkshire

Certified Accountant

Chartered Accountant

Formatted Font (Default) Arial, 8 pt



No. 1885918

THE COMPANIES ACT 2006

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

THERMAL INSULATION CONTRACTORS ASSOCIATION (Company)

(Adopted by Special Resolution on 1 December 2011)

1. INTERPRETATION

(1) In these Articles the following words and expressions shall have the following meanings -

'Act'	the Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force,
'Commission'	as defined in Article 11(7),
'Director'	the Chief Executive Officer of the Company,
'Governing Council'	as defined in Article 10,
'Industry'	as defined in Article 4 1(a),
'Member'	a Member of the Company from time to time,
'National Agreement'	the national agreement between the Company and GMB and Unite Union as amended from time to time,
'Objects'	the objects of the Company as set out in Article 4,
'Secretary'	the person appointed to perform the duties of the Secretary of the Company,

Formatted Font (Default) Arial, 8 pt



'Seal' the common seal of the Company,

'Subscriptions' all annual subscriptions, fees and other charges of whatsoever nature determined from time to time by the Governing Council in accordance with Article 11(5) including (without limitation) any training levy and all contributions payable from time to time to the Insulation and Environmental Training Agency and/or the Insulation and Environmental Training Trust Limited or to such other training agency as the Company may from time to time approve

- (2) Words importing the singular number only shall include the plural number and vice versa Words importing one gender only shall include all or other genders Words importing persons shall include firms, corporations and other unincorporated associations
- (3) Unless the context otherwise requires, other words or expressions defined in the Act shall have the same meaning in these Articles
- (4) No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies (including any model articles prescribed under the Act) shall apply as the regulations or articles of the Company and these Articles alone shall constitute the regulations of the Company

2. NAME AND REGISTERED OFFICE

- (1) The name of the Company is 'THERMAL INSULATION CONTRACTORS ASSOCIATION'
- (2) The registered office of the Company will be situated in England

3. LIABILITY

- (1) The liability of the Members is limited
- (2) Every Member of the Company undertakes to contribute to the assets of the Company in the event of 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 Company 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 amongst themselves, such amount as may be required not exceeding one pound (£1)

4. OBJECTS

- (1) The objects for which the Company is established are -
 - (a) To promote and protect the interests of persons and bodies (whether corporate or not) engaged in the UK and elsewhere in the business of Hot, Cold, Chilled and

Formatted Font (Default) Anal, 8 pt



Cryogenic Insulation or in work of a similar or allied nature including the stripping and replacement of Insulation Materials of all kinds (hereinafter referred to as 'the Industry') and to provide the means of formulating, making known and carrying out policy and to act as a national point of reference for the Industry

- (b) To provide guidance to the Members for the future conduct of the Industry
- (c) To develop the contribution of the Industry to the national economy
- (d) To negotiate and deal with wage rates and conditions of employment To seek the mutual support and co-operation of the Members in dealing with all matters or questions affecting general and common interests in connection with the remuneration and employment conditions of employees, to promote good relations between the Members and their employees and to give all Members all such assistance as to the Company as shall appear proper and desirable
- (e) To provide and operate training schemes and educational facilities for young entrants to the Industry and other employees thereof
- (f) To establish standards of contract specification, interpretation and a code of practice for the Industry, to ascertain and formulate the views of those engaged therein and to negotiate on behalf of the Industry with appropriate Government departments, professional and other organisations and with any other relevant persons or bodies whatsoever
- (g) To promote and protect the interests of the Members under existing and projected legislation, and in relation to the European Economic Community
- (h) To apply for, promote and obtain any Act of Parliament, order or licence of the Department of Trade or other Authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's Constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- (i) To enter into any arrangements with any Government or Authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions
- (j) To communicate where desirable the needs and opinions of the Industry to Government Departments and other Authorities on questions affecting the employment of persons in the Industry, to consider any matters relating thereto which may be referred to the Company by such bodies, to represent the Industry in all matters relating to wages and conditions of employment in the appropriate National Joint Industrial Council or any similar body, and to co-operate with the

Formatted Font (Default) Anal, 8 pt



employers' associations of other industries for the purpose of dealing with problems common to such other industries and to the Industry

- (k) To provide Members with such information as shall from time to time seem appropriate
- (l) To undertake on behalf of Members such business negotiations and dealings with traders and their organisations and users and their organisations as may be transacted on a common basis
- (m) To provide assistance and advice in respect of disputes arising out of commercial transactions between Members and if appropriate to appoint an arbitrator to resolve such disputes
- (n) To undertake all such public relations activities as may be necessary to ensure that the objects of the Company and the interests of the Members are known to the appropriate authorities, firms and other persons including, if thought fit, the publication of magazines, reports or other technical literature
- (o) To provide means of communication between manufacturers, suppliers and vendors of services for the Industry and the Members
- (p) To establish funds and to receive subscriptions thereto from any persons whether Members or not, to lend and advance money or give credit on such terms as may seem expedient and with or without security, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person
- (q) To buy, take on lease, hire or otherwise acquire real or personal property and any rights or privileges of any kind over or in respect of any such property
- (r) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments
- (s) To sell, assign, convey, let or otherwise dispose of or deal with the whole of any property and effects of the Company, either for cash or for shares, debentures or other interests in any other company as may be deemed expedient, with a view to promoting the interests of the Company
- (t) To invest or otherwise deal with any monies of the Company not immediately required in such manner as the Company may from time to time determine and to hold, sell or otherwise deal with such investments
- (u) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the

Formatted Font (Default) Anal, 8 pt



performance by the Company of any obligation or liability it may undertake or which may become binding on it

- (v) To pay (or to contract with any person, firm or company to pay) the expenses incidental to the promotion and incorporation of the Company and to pay for any services which may have been rendered prior to the formation of the Company for any of the objects of the Company
- (w) To remunerate any person, firm or company rendering services to the Company
- (x) To establish and manage any schemes for Holiday Pay, Sickness Payment, Pensions or Insurances for the benefit of Members and their employees as the Company may determine
- (y) To procure that the Company be registered or recognised in any part of the world
- (z) To do all or any of the above things or matters aforesaid in any part of the world, either as principals, agents, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise
- (aa) To take over such obligations and assets of such other bodies representative of manufacturers, processors, distributors, sellers or employers in the Industry or any section thereof, or allied thereto, on such terms as the Company may deem expedient
- (bb) Subject to Article 5 hereof, to distribute in specie assets of the Company properly distributable amongst the Members
- (cc) To do all such other lawful matters and things as are incidental or conducive to the attainment of the above objects or any of them
- (2) The objects set forth in each sub-clause of this Article shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to any of the other objects set forth in such sub-Article or from the terms of any other sub-Article or from the name of the Company. None of such sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub-Article contained the objects of a separate company. The word 'company' in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

Formatted Font (Default) Anal, 8 pt



5. PROFITS AND WINDING UP

- (1) The profits, if any, or other income of the Company, wheresoever shall be applied solely towards the promotion of the Company as set forth in Article 4 and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend to the Members
- (2) If upon the winding up or dissolution of the Company there remains, after satisfaction of all the Company's debts and liabilities, any assets whatsoever which would otherwise be available to the Members generally, the same shall not be paid or distributed among the Members, but shall be given or transferred to another body having objects similar to the objects of the Company, or to another body the objects of which are the promotion of charity and anything incidental or conducive thereto (whether or not such body is a Member of the Company) The identity of such body shall be a matter within the discretion of the Governing Council of the Company
- (3) No addition, alteration or amendment shall be made to the provisions of the Company's Memorandum or Articles of Association for the time being in force which would have the effect of making the Company a company to which Section 59 of the Act does not apply

6. MEMBERSHIP

- (1) The Members of the Company shall be such persons as the Governing Council shall from time to time admit to Membership in accordance with the provisions of these Articles
- (2) The Governing Council may from time to time and within its sole discretion create forms of Membership other than full Membership However, unless the context otherwise requires all references in these Articles to Membership shall be deemed to have references to full Membership
- (3) To be eligible for Membership of the Company an applicant must be a person or body (whether corporate or not) who has been engaged in the Industry for a minimum period of two years immediately prior to the date of the application Every application for Membership of the Company shall be made in writing in a form prescribed or approved by the Governing Council from time to time The Governing Council shall be entitled to require, as a condition of Membership, any applicant to provide such information, including but not limited to financial information, information necessary to establish compliance with the National Agreement and information on that Member's group, as it may require The Governing Council's decision shall be final and binding and the Governing Council shall not be obliged to give any reason for refusing to admit an applicant to Membership of the Company

7. SUBSCRIPTIONS

- (1) The financial year of the Company shall run from 1st January to 31st December in each calendar year

Formatted: Font (Default) Anal, 8 pt



- (2) All Subscriptions determined from time to time by the Governing Council in accordance with Article 11(5) and notified to Members in writing shall be payable in full in advance by each Member of the Company by no later than 31st January in each financial year

8. TERMINATION OF MEMBERSHIP

- (1) A Member may resign from the Company by delivering to the Company not less than (3) calendar months' prior written notice. Should any notice of resignation be received by the Company from a Member subsequent to 1st October, that Member shall remain liable to pay all Subscriptions for the current financial year and the next following financial year
- (2) A Member shall cease forthwith to be a Member if
- (a) being an individual, he dies or becomes bankrupt or makes any composition or arrangement with his creditors,
 - (b) being a firm or unincorporated association, is dissolved or wound up or becomes bankrupt or makes any composition or arrangement with its creditors,
 - (c) being a body corporate, a resolution is passed or an order made for winding up, otherwise than as part of a bona fide amalgamation or reconstruction,
 - (d) a receiver, administrative receiver, administrator or liquidator is appointed in respect of all or any part of a Member's assets or undertaking, or
 - (e) the Member is suspended or expelled by the Governing Council pursuant to the provisions of Article 11(7) or 11(8)
- (3) Should a Member cease to be a Member by operation pursuant to Article 8(1) or 8(2), such Member shall remain liable for all Subscriptions due to the Company and shall not be entitled to receive any refund from the Company in respect of Subscriptions paid in advance
- (4) Any Member who is suspended from the Company pursuant to Article 11(7) shall remain liable for all Subscriptions due to the Company during the period of his or its suspension. Non-payment of any such sums may result in such Member being expelled pursuant to Article 11(8)

9. REGIONAL COMMITTEES

- (1) For the purposes of these Articles the United Kingdom shall be divided into Scotland, Northern region, North West region, Midlands region, South East region and South West region ('the Regions'). The Governing Council shall determine to which Region or Regions each Member belongs. The Governing Council may from time to time and in its sole discretion vary the number of Regions or the make-up of each or any of them. New Regions need not necessarily fall within the United Kingdom

Formatted Font (Default) Arial, 8 pt



- (2) The Members in each Region will annually elect a Regional Committee which will comprise no fewer than six (6) and no more than eleven (11) persons (although these limits may be varied, from time to time with the consent of the Governing Council)
- (3) Each Region shall in each year in addition to any other Regional General Meetings hold a Regional Annual General Meeting of all Members in its Region and shall specify the Meeting as such in the Notices calling it Not more than fifteen (15) months shall elapse between the date of a Region's Regional Annual General Meeting and the date of such Region's next Regional Annual General Meeting The Regional Chairman will provide the Members with at least twenty one (21) days' prior written notice of the Regional Annual Meeting which so far as practicable shall be held before the Annual General Meeting of the Company
- (4) The Regional Committee will call a General Meeting of all Members in its Region on receipt of a requisition for that purpose signed for or on behalf of not less than ten (10) Members of the Company within that Region provided that the requisition specifies the nature of the business to be transacted
- (5) No business shall be transacted at any Regional Annual General Meeting unless a quorum is present at the time when the meeting proceeds to business Eight (8) Members within the Region present in person shall constitute a quorum
- (6) Save as provided in this Article 9 the procedures to be adopted at all Regional Annual General Meetings shall be the same as that required at General Meetings of the Company as set out in Article 12
- (7) Prior to each Regional Annual General Meeting the Regional Committee shall send nomination forms to each Member in its Region Subject to the provisions of Article 9(6) each Member within the Region may nominate an individual for a place on the Regional Committee Any individual who receives nominations from two or more Members shall be eligible for election to the Regional Committee
- (8) No Member (which term in this Article 9(8) shall include a subsidiary (as defined by Section 1159 of the Act) of a body corporate may nominate more than one individual for a place on the Regional Committee
- (9) If eleven (11) or fewer individuals receive two or more nominations all such eligible individuals shall be deemed to be elected to the Regional Committee for the next following year If more than eleven (11) individuals receive two or more nominations a poll will be taken at the Regional Annual General Meeting and the eleven (11) individuals polling the highest number of votes will be elected
- (10) At each Regional Annual General Meeting, after the Regional Committee has been elected, the Members present at the meeting shall elect a Chairman of that Regional Committee from amongst the individuals so elected Nominations for Chairman will be sought from the Members attending the meeting, and if only one nomination is received the person so nominated will become Chairman If

Formatted Font (Default) Arial, 8 pt



more than one nomination is received, a poll will be taken and the person polling the highest number of votes will be elected

- (11) The first meeting of the Regional Committee shall be held within six (6) weeks of its election. A Regional Secretary for this and subsequent meetings shall be appointed by the Governing Council in respect of each of the Regions. Thereafter any Member of the Regional Committee may require the Regional Chairman to call for a Regional Committee meeting by issuing the Regional Chairman with a written request to that effect. The Regional Chairman will thereupon call for a meeting of the Regional Committee by serving each Member of the Regional Committee with at least seven (7) days prior notice to that effect. The quorum at all Regional Committee Meetings shall be five (5) persons eligible to attend present in person. At any meeting of the Regional Committee a resolution put to the vote of the meeting shall require a simple majority.
- (12) The Regional Chairman shall retire from office each year and shall be eligible for re-election for a further year but shall not be eligible for re-election thereafter until the expiry of a period of two (2) years from the date of termination of his last term of duty as Chairman unless authorised by the Governing Council.
- (13) Should a Regional Committee Member resign during his year in office, the Regional Committee may, in its absolute discretion, co-opt a replacement onto the Regional Committee to serve as a Regional Committee Member until the next Regional Annual General Meeting.

10. THE GOVERNING COUNCIL

- (1) The Company shall have a Governing Council ('the Governing Council') comprising individuals ('the Governing Council Members') each of whom will have one vote, consisting of the following:
 - (a) The Governing Council will annually and by no later than twenty one (21) days prior to the Annual General Meeting in each year advise the Members of the Company as to which are the seven (7) members of the Company for the time being paying the highest Subscriptions (as determined by the Governing Council) (ignoring for these purposes any increased Subscriptions due to a gap in membership) ('the Majors'). Each of the Majors may nominate an individual to serve as a Governing Council Member. Should any one or more of the Majors fail for any reason to nominate an individual to serve as Governing Council Member the Member or Members for the time being paying the next highest Subscriptions (as determined by the Governing Council) may be invited by the Governing Council to nominate an individual to serve as a Governing Council Member,
 - (b) The Regional Committees may each nominate an individual to serve as a Governing Council Member provided that such individual may not be a representative or nominee of any of the Majors,
 - (c) Annually and at least twenty one (21) days prior to the Regional Annual General Meetings the Governing Council will advise the Members of the Company as to

Formatted Font (Default) Anal, 8 pt



which are the Regions for the time being whose Regional Committees may nominate additional individuals (as determined by Governing Council) to serve as Governing Council Members provided that such individuals may not be representatives or nominees of any of the Majors, and

- (d) The Chairman
- (2) In addition to the Governing Council Members, the President, the Director and each of the Regional Committee Chairmen ('the Non-Voting Members') shall be Members of the Governing Council but shall have no voting rights unless elected to the Governing Council pursuant to Article 10(1)(b) or (c)
- (3) The Majors and the Regional Committees who have nominated individuals to serve as Governing Council Members pursuant to Article 10(1)(a), (b) or (c) may, in their discretion, appoint alternate Governing Council Members ('Alternates') who will stand in the stead of the nominated Governing Council Member should such nominated Governing Council Members be prevented from attending, for any reason, a meeting of the Governing Council Alternates shall be entitled to attend and vote Governing Council Meetings as if they were nominated Governing Council Members Such Alternates must be notified in writing to the Directors at least fourteen (14) days prior to the Company's Annual General Meeting
- (4) The Governing Council shall elect a Chairman and a President from amongst its own Members or by invitation to persons who are not Members of the Governing Council A Vice-President shall be elected by Governing Council from amongst its own Members
- (5) The Chairman and the President shall be elected for a period of twelve (12) months and shall retire from office each year and shall be eligible for re-election for a further year but shall not be eligible for re-election thereafter until the expiry of a period of two years from the date of termination of their last term of duty as Chairman or President (as the case may be) unless authorised by the Governing Council
- (6) Should the Chairman be a nominee of one of the Majors such Major shall have the right to nominate a further Governing Council Member Should the Chairman be a nominee of one of the Regional Committees such Regional Committees shall have the right to nominate a further Governing Council Member
- (7) The quorum for conducting any business of the Governing Council shall be six (6) Governing Council Members (or Alternates) but including at least one of Chairman or Vice President
- (8) The Director will call for a meeting of the Governing Council by serving each Governing Council Member and Non-Voting Member with at least seven days prior written notice Governing Council Members or Non-Voting Members may require the Director to call for a meeting of the Governing Council by issuing him with a written request to that effect At any meeting of the Governing

Formatted Font (Default) Anal, 8 pt



Council a resolution put to the vote of the meeting shall require a simple majority (subject only to the provisions of Article 11(7)(e) hereof. The Chairman shall have a casting vote, to be used only in the event of an equality of votes

- (9) The Governing Council shall instruct the Director to call the Annual General Meeting of the Company. The Annual General Meeting will normally be held during the month of September in each year, but shall in any event be held not later than eighteen (18) months from the date of the immediately preceding Annual General Meeting. Fourteen (14) days' notice in writing of every Annual General Meeting shall be given to all Members of the Company. Save as provided in this Article 10(9) the procedure adopted at the Annual General Meeting shall be the same as that required at General Meetings as set out in Article 12.
- (10) Each Member of the Governing Council shall be appointed as a director of the Company and, by becoming a member of the Governing Council consents to that appointment. If a member of the Governing Council ceases to be a member of the Governing Council for any reason his directorship of the Company shall automatically terminate.

11. POWERS OF THE GOVERNING COUNCIL

- (1) The business of the Company shall be managed by the Governing Council who may exercise all powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the statutes for the time being in force and affecting the Company and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Governing Council which would have been valid if such regulation had not been made.
- (2) The Governing Council shall have the right to form sub-committees to which it may delegate such powers and duties as it may decide.
- (3) The Governing Council shall have the right to appoint the Director and agree conditions of employment and remuneration for that position.
- (4) The Governing Council shall define the executive powers of the Director.
- (5) The Governing Council shall determine the amount of the entry charge for new Members and all Subscriptions and may vary them from time to time. Each Member shall, in July in each year, provide a certificate from its auditors or accountants confirming any financial information required by the Governing Council to determine that Member's Subscriptions including, but not limited to, relevant turnover contained in the most recent annual accounts of the Member, relevant industry people employed by the Member and information on that Member's group. Any such information provided by a Member shall be kept

Formatted Font (Default) Anal, 8 pt



confidential by the Governing Council. If a Member is re-joining the Company, the Governing Council shall be entitled to charge that Member the Subscriptions which would have been due had that Member not left the Company as an additional amount, up to a maximum of three years, plus any amounts outstanding at the time of leaving membership.

- (6) The Governing Council shall have the right to instruct all Members as to policy within the Industry.
- (7) The Governing Council shall have the right to formally reprimand, suspend or expel from Membership any Member whom the Governing Council determines has (1) contravened the rules of the Company from time to time (including these Articles), (2) contravened the National Agreement, or (3) brought the Company or Industry into disrepute. The procedure before formal reprimand suspension or expulsion is ordered shall be -
 - (a) Upon receiving a complaint as to a Member's conduct the Director will establish the general parameters of the complaint and report to the Governing Council.
 - (b) The Governing Council will then determine if the complaint is to be further investigated by a Commission.
 - (c) If appropriate, the Governing Council will appoint a commission comprising three Members of the Governing Council (normally to include at least one of the President, Vice President, Chairman or Director) ('Commission'). A secretary to such a Commission will be appointed from the Company staff. No legal representation for any party will be allowed.
 - (d) The Commission will meet, take evidence from the interested parties, consider the matter overall and submit a finding to the Governing Council as to whether or not the complaint is justified.
 - (e) The Governing Council shall then determine whether to accept the finding of the Commission. A finding shall be deemed to be accepted and upheld only with a two thirds majority of the Governing Council Members voting at the meeting. If the Governing Council upholds the Commission's finding that a complaint is justified, the Governing Council will be entitled to take any of the following steps -
 - 1. it may issue to the Member concerned a formal warning reprimand,
 - 2. it may suspend the Member concerned for such period as it may determine,
 - 3. it may expel the Member concerned.

All decisions by the Governing Council as to reprimand, suspension or expulsion shall be final and binding on all Members.

Formatted Font (Default) Anal, 8 pt



- (8) The Governing Council may within its absolute discretion summarily (and without recourse to the procedure set out in Article 11(7)) expel any Member whose subscription has not been received by 31st January in any year, who has failed to pay to the Company any other sum due from that Member to the Company within fourteen (14) days of the due date for payment, or who has failed to provide information or accurate information in accordance with Article 11(5) or 11(9) when requested
- (9) A Member shall provide such information, including financial information, as is required by the Governing Council to investigate a Member's compliance with these Articles, the rules of the Company or the National Agreement. Any such information provided by a Member shall be kept confidential by the Governing Council
- (10) Should any individual ('the Former Member') resign his place on the Governing Council a replacement shall be nominated by whosoever initially appointed such Former Member. The replacement must be approved by the Governing Council. If the Governing Council fails to approve a replacement, further replacements must be nominated by whosoever first appointed the Former Member until such time as a replacement is approved by the Governing Council. It is within the Governing Council's absolute discretion to approve or disapprove of a replacement and the Governing Council's decision shall be final and binding
- (11) Prior to the Company's Annual General Meeting the Director shall circulate to the Governing Council Members the names of all the persons nominated to serve on the next Governing Council, including Alternates. The Governing Council will hold a meeting prior to the Company's Annual General Meeting to formally approve all such nominations. Should the Governing Council disapprove of any nomination then such nomination shall submit a replacement for formal approval. It is within the Governing Council's absolute discretion to approve or disapprove of a nominee or replacement and the Governing Council's decision shall be final and binding
- (12)
- (a) All Governing Council Members (other than Non-Voting Members) must be Qualified Individuals as that term is defined in Article 11(11)(b). Should a Governing Council Member cease to be a Qualified Individual or should the Governing Council at any time determine that he is not a Qualified Individual then he shall immediately resign as a Governing Council Member failing which he may be dismissed from his position as a Governing Council Member by vote of the Governing Council
- (b) 'Qualified Individuals' means Members of the Company, partners in firms which are Members of the Company and full time employees of Members of the Company
- (13) The Governing Council shall be entitled to authorise a situation where a director has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company

Formatted Font (Default) Anal, 8 pt



12. POWERS OF THE MEMBERS

- (1) The Governing Council will call a General Meeting of all Members (and will provide all Members with no less than fourteen (14) days prior written notice thereof) on receipt of a requisition for that purpose signed for on behalf of not less than twenty (20) Members of the Company providing that the requisition specifies the nature of the business to be transacted
- (2) The Chairman of the Meeting ('the Chairman') shall be the Chairman of the Governing Council, failing whom the Vice President, failing any of whom the person elected by resolution of the Meeting
- (3) At a General Meeting any resolution put to the vote of the meeting shall require a simple majority unless specified as a special resolution
- (4) At a General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -
 - (a) by the Chairman, or
 - (b) by at least two Members present in person or by proxy

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company 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. The demand for a poll may be withdrawn

- (5) Except as provided in Article 12(7), if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- (6) In the case of an equality of votes, whether on a show of hands or by a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote
- (7) A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll
- (8) A resolution of the Members may be passed by Members as a written resolution in accordance with the Act

Formatted Font (Default) Arial, 8 pt



- (9) Every Member shall have one vote, but no Member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Company (including (without limitation) all Subscriptions) have been paid
- (10) (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
- (a) states the name and address of the Member appointing the proxy,
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Governing Council may determine, and
 - (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate
- (2) The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- (4) Unless a proxy notice indicates otherwise, it must be treated as
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself
- (11) (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
- (2) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it on the appointor's behalf
- (12) Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company

Formatted Font (Default) Arial, 8 pt



- (13) No business shall be transacted at any General Meeting of the Company unless a quorum of Members is present at the time when the meeting proceeds to business. Fifteen (15) Members present in person or by proxy shall constitute a quorum.

13. THE SEAL

The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Governing Council, and in the presence of at least two Members of the Governing Council and of the Secretary, and the said Governing Council Members and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

14 THE LOGO

- (1) The device hereinafter shown ('the Logo') shall be the property of the Company



T I C A

- (2) Membership of the Company confers upon each Member the right to the use of the Logo when carrying out any of the Objects of the Company provided always that such right shall immediately cease and determine upon a Member ceasing to be a Member of the Company for whatever reason.

15. ACCOUNTS

- (1) The Governing Council shall cause proper books of account to be kept with respect to
- (a) All sums of money received and expended by the Company and the matters in respect of which sum receipts and expenditure take place
 - (b) All sales and purchases of goods by the Company, and
 - (c) The assets and liabilities of the Company
- (2) 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 the affairs of the Company and to explain its transactions.
- (3) The books of account shall be kept at the registered office, or, subject to the provisions of the Act, at such other place or places as the Governing Council

Formatted Font (Default) Anal, 8 pt



shall think fit, and shall always be open to the inspection of the Members of the Governing Council

- (4) The Governing Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members
- (5) At the Annual General Meeting in every year the Governing Council shall lay before the Company a proper income and expenditure account for the period since the last preceding account made up to a date not more than nine (9) 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 Governing Council and the auditors of the Company, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than fourteen (14) clear days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to the auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The auditors' report shall be open to inspection and be read before the meeting as required by the provisions of the Act

16. AUDIT

- (1) At least once in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors
- (2) Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act

17. NOTICES

- (1) A notice may be given by the Company to any Member either personally or by sending it to such Member by prepaid letter, addressed to the last known address of the Member and any notice or letter so sent shall be deemed to have been properly and effectively given three (3) days after the same shall have been posted. A notice may alternatively be given by facsimile and any notice so given shall be deemed to have been properly served upon termination of the transmission
- (2) Notice of every General Meeting shall be given in any manner authorised by this Article 17 to -
 - (a) Every Member except those who have not supplied to the Company an address for the giving of notices to them,

Formatted Font (Default) Arial, 8 pt



(b) Every person being a legal personal representative or a trustee in bankruptcy, where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting, and

(c) The auditors for the time being of the Company

No other person shall be entitled to receive notices of General Meetings

18. INDEMNITY AND INSURANCE

(1) Subject to paragraph (2), a relevant director of the Company may be indemnified out of the Company's assets against

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company,

(b) any liability incurred by that director in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

(c) any other liability incurred by that director as an officer of the Company

(2) Article 18(1) does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

(3) The Governing Council may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss

(4) In this Article 18

(a) "relevant director" means any director or former director of the Company,

(b) "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company

Formatted Font (Default) Anal, 8 pt

