

ECA RULES

Rules of Governance for the Electrical Contractors' Association



RULES OF ECA

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1. DEFINITIONS & INTERPRETATION

Except where otherwise provided herein, the following words and phrases shall have the meanings assigned to them below. Any reference to days is to calendar days unless otherwise specified.

- 1.1. **“Additional Representative”** means any additional Representative nominated by the Applicant or Member and accepted by Council to represent the interests of the Member for the purposes of ECA membership under Rule 3.3.1.2
- 1.2. **“Affiliate”** or **“Associate”** means any person, unincorporated firm, association, partnership, company, corporation or public body not meeting the criteria for membership as set out in Rule 3.1 but wishing to enter into a relationship with ECA under Rule 3.9
- 1.3 **“Annual General Meeting”** means a meeting of ECA held in accordance with Rule 6.4 which is not an Extraordinary General Meeting as set out in these Rules.
- 1.4 **“Annual Subscription”** means the fee charged by ECA to Members under Rule 3.10 in respect of the Subscription Year.
- 1.5 **“Applicant”** means any individual, unincorporated business, association, partnership, or company, corporation or public body, trading within the United Kingdom, Channel Islands or Isle of Man, who applies to become a Member, Associate or Affiliate or renew its Membership, Associateship or Affiliation:
- 1.6 **“Board”** means the board of directors of The Electrical Contractors’ Association Limited registered number 143669 registered address 24-26, South Park, Sevenoaks, Kent, England, TN13 1DU (which is the holding company of ECA’s assets);
- 1.7 **“Branch”** shall mean a geographical grouping of Members within a Region constituted in accordance with these Rules;
- 1.8 **“Chief Executive”** means the person holding that position for the time being within ECA engaged by The Electrical Contractors’ Association Limited registered number 143669 registered address 24-26, South Park, Sevenoaks, Kent, England, TN13 1DU (which is the holding company of ECA’s assets);
- 1.9 **“Code of Conduct”** means the code of conduct as adopted and amended from time to time by Council hereunder.
- 1.10 **“Committee”** any committee established, whether of a temporary or permanent nature by and on behalf of Council acting with delegated authority therefrom for the purposes set out by Council and constituted in accordance with Rule 8.
- 1.11 **“Council”** means the council of ECA constituted in accordance with these Rules to represent the interests of the Members and ECA, and in relation to the exercise of its powers shall, where the context so admits, include any Committee;
- 1.12 **“Corporate Group”** means the body corporate and any other body corporate which is its holding company or subsidiary and any other body corporate which is a subsidiary of that holding company.
- 1.13 **“Disciplinary Procedure”** means the procedure identified and set out as such in the Standing Orders;
- 1.14 **“ECA Guarantee of Works Scheme”** means the scheme whereby ECA guarantees that the Relevant Works of its Members will, subject to the terms of the guarantee, at the point of completion, comply with the Relevant Standards as set out therein and amended from time to time;
- 1.15 **“Electronic”** and **“Electronically”** means includes, without limitation. communication by internet, instantaneous audio-visual communication device, telephone or some other instantaneous means of transmission of data (or by any combination of those means);
- 1.16 **“Entrance Fee”** the fee (if any) charged by ECA to become a Member under Rule 3.10;

- 1.17 “**Extraordinary General Meeting**” means a General Meeting which is not an Annual General Meeting as set out in these Rules.
- 1.18 “**Fellows**” shall include:
- 1.18.1 Past Presidents of ECA, and, subject to Council’s agreement, any Past Vice-President who for personal reasons has been unable to accept the Presidency;
 - 1.18.2 all other persons who are listed and endorsed by Council as Fellows by the Secretary at the date of the adoption of, and subsequently under, these Rules.
- 1.19 “**Finance Director**” means the person appointed by the Chief Executive as such and holding that position for the time being within ECA;
- 1.20 “**Funds**” as defined in Rule 10.6.1.
- 1.21 “**General Meeting**” means and includes either an Annual General Meeting and/or Extraordinary General Meeting.
- 1.22 “**Honorary Members**” means those individuals named as Honorary Members under Rule 3.8 who shall be persons who are not active in the Trade, but who have given exceptional service to ECA or who have furthered or are furthering the objects of ECA.
- 1.23 “**Immediate Past President**” means the persons holding that position for the time being within ECA under Rule 9.3.1;
- 1.24 “**Incapacity**” means where a Member or an individual:
- 1.24.1 is under the age of 18 years;
 - 1.24.2 dies; and/or,
 - 1.24.3 becomes incapable of managing their property and affairs by virtue of mental disorder within the meaning of the Mental Health Acts 1983 to 2007 and The Mental Capacity Act 2005 or who, in the written opinion of a registered medical practitioner treating that person, has become physically or mentally incapable of managing their affairs and may remain so for more than ninety days.
- 1.25 “**Insolvency**” includes, where a company, partnership or individual, suffers the occurrence of any event corresponding to those below under the law of England and Wales, Northern Ireland or Scotland, or of a country outside the United Kingdom exists and the equivalent events arise, and means:
- 1.25.1 where an individual is concerned:
 - 1.25.1.1 on the making of a bankruptcy order against them under Part IX of the Insolvency Act 1986, or
 - 1.25.1.2 on the sequestration of their estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for their creditors.
 - 1.25.2 where a partnership is concerned:
 - 1.25.2.1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act, or;
 - 1.25.2.2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
 - 1.25.3 where a company is concerned:
 - 1.25.3.1 it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 1.25.3.2 an administrative receiver or a receiver or manager of its property under Chapter one of Part III of that Act is appointed, or the appointment of a receiver under chapter II of that part;

- 1.25.3.3 a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act is being passed, or;
- 1.25.3.4 a winding-up order under Part IV or V of that Act is being made.
- 1.26 “**Intellectual Property**” means all rights, title and interest in copyrights, databases, get-up, inventions, know-how, logos, patents, registered and unregistered designs, service marks, certification marks, trademarks and trade names, and all similar proprietary rights which may subsist now or in the future, including (where such rights are obtained or enhanced by registration) any registration of such rights and rights to apply for registration connected with, licenced to or owned by ECA;
- 1.27 “**Member**” or “**Members**” means any one or more organisations registered as such with ECA at the time the issue arises (for the avoidance of doubt this term shall exclude Affiliates, Associates, Fellows and/or Honorary Members);
- 1.28 “**Month**” means calendar month;
- 1.29 “**Nominated Representative**” means the Representative nominated by the Applicant or Member and accepted by Council to represent the interests of the Member for the purposes of ECA membership under Rule 3.3.1;
- 1.30 “**Objects**” means those objects as defined and set out in Rule 2.3;
- 1.31 “**Officer**” and “**Officers**” means any one of or all, respectively, of the President, Senior Vice President, Vice President(s) and Immediate Past President collectively
- 1.32 “**Other Subscriptions**” shall mean the subscriptions payable by a Member to ECA under Rule 3.10.1, excluding the Entrance Fee and Annual Subscription.
- 1.33 “**President**” means the person elected by Council to hold that position for the time being within ECA;
- 1.34 “**Quorum**” means twelve Members present in person or virtually and entitled to vote.
- 1.35 “**Region**” shall mean a geographical grouping of Branches constituted in accordance with these Rules;
- 1.36 “**Regional Executive Committee**” shall mean an executive committee of a Region constituted in accordance with these Rules;
- 1.37 “**Relevant Standards**” means those standards defined, identified and set out in the ECA Guarantee of Work Scheme as relevant standards;
- 1.38 “**Relevant Work**” means those works defined, identified and set out in the ECA Guarantee of Work Scheme as relevant works;
- 1.39 “**Representative**” means where possible, an individual able to represent the interests of the Affiliate, Applicant, Associate or Member for the purposes of interaction with ECA (including, but not limited to dealings with an Officer, a member of the Council, the Board or of any Committee, Regional Executive Committee, Branch or Specialist Group) who is an employee and is actively engaged in the day-to-day management, operation and administration of the Affiliate, Applicant, Associate or Member’s business.
- 1.40 “**Rules**” or “**Rule**” means these rules, or any rule set out herein excluding, unless expressly referred to within these rules, any Schedule(s) contained herein;
- 1.41 “**Secretary**” means the secretary of ECA appointed by the Chief Executive with the approval of Council and any other person authorised by the Secretary to perform any of the duties of the Secretary (as defined herein or by Council);
- 1.42 “**Senior Vice President**” means the person elected by Council to hold that position for the time being within ECA;
- 1.43 “**Specialist Group**” shall mean a grouping of Members constituted in accordance with these Rules;

- 1.44 **“Standing Orders”** means the standing orders of ECA made by Council pursuant to and in accordance with Rule 7.5.2 as amended from time to time and for the time being in force;
- 1.45 **“Subscriptions”** shall mean the combined total of any Entrance Fee, Annual Subscription and Other Subscriptions payable by a Member to ECA under Rule 3.10.
- 1.46 **“Subscription Year”** means the year of subscription to ECA membership as defined in Rule 3.10.3;
- 1.47 **“Suspension”** means that the Member’s membership of ECA will be suspended the implications of which are set out in Rule 4.6.
- 1.48 **“Trade”** means the business of providing electrotechnical (including work on fire and security systems) and/or wider engineering goods and/or works and/or services in the United Kingdom, the Channel Islands and the Isle of Man;
- 1.49 **“Vice-President”** means a person elected at Council to hold the position of Vice-President and who, subject to election at Council, may succeed to the role of Senior Vice President;
- 1.50 **“Year”** means calendar year from the 1st January to the 31st December in any given year.;
- References to legislation in clauses 1.24 and 1.25 shall include any modification or re-enactment in force at any material time.

2 GENERAL

2.1 Name

The name of the trade association is the Electrical Contractors’ Association referred to hereinafter as ‘ECA’ (which shall for the avoidance of doubt also include any reference to any company within ECA’s Corporate Group for the purposes of the Companies Act 2006).

2.2 Head Office

The head office of ECA shall be at Rotherwick House, 3 Thomas More Street, St. Katharine’s & Wapping, London E1W 1YZ, or at such other place or places as Council shall from time to time decide.

2.3 Objects

The Objects of ECA are:

- 2.3.1 to act as a trade association for the promotion of sustainability and excellence in the Trade; and,
- 2.3.2 to act in all respects as an organisation of employers including making agreements with any organised body of employees;
- 2.3.3 to promote fair, non-discriminatory and open competition in accordance with all relevant competition legislation, and ensure nothing is done to prevent, restrict or distort competition within the Trade; and,
- 2.3.4 to do anything that may lawfully be done, without limitation, in furtherance of, or of assistance to, the above Objects and the businesses and interests of its Members.

2.4 Authority

Ancillary to the Objects, ECA may:

- 2.4.1 guarantee to any client of a Member, the work of a Member subject to such terms and conditions as may be specified from time to time by Council;
- 2.4.2 promote the adoption of equitable contractual practices, establish industry agreements on commercial best practice in the Trade and to encourage the settlement of disputes;

- 2.4.3 amalgamate or enter into partnership or into any arrangement for union of interest, co-operation, collaboration, joint discussion or consultation (including as an employer's association), or otherwise, with any person or body anywhere in the world for furthering or improving the Trade or the interests of ECA;
- 2.4.4 undertake and execute any arrangement or trust which may be considered by ECA as conducive to any of its Objects;
- 2.4.5 borrow, invest or lend any monies, or rent or own any kind of property, that may suit the Objects of ECA, on such terms as the Board may decide with the approval of Council;
- 2.4.6 establish, administer and contribute to any charitable or benevolent fund for persons connected with the Trade;

3 MEMBERSHIP

3.1 Membership Criteria

- 3.1.1 Any Applicant may apply to become a Member or renew Membership, if the Applicant meets the following criteria – that the Applicant:
 - 3.1.1.1 has been carrying on business in the Trade providing both labour and materials for a minimum of one year;
 - 3.1.1.2 has and maintains a minimum annual turnover of such sum as Council may from time to time decide;
 - 3.1.1.3 Is not Insolvent, as evidenced by submission of accounts capable of reasonable scrutiny by ECA;
 - 3.1.1.4 holds and maintains public liability insurance of at least £2m;
 - 3.1.1.5 holds and maintains employer's liability insurance as required by law;
 - 3.1.1.6 is able to evidence, via a recognised certification scheme, that it meets the Relevant Standards of professional technical competence and compliance with health and safety regulations;
 - 3.1.1.7 has not and will not in any way, bring the Trade or ECA into disrepute or act otherwise in any way contrary to the Rules, Objects or interests of ECA or its Members;
- 3.1.2 Council shall be entitled at any time to review the technical and health and safety qualifications of Applicants and Members, and to require Members to supply evidence of their continuing ability to maintain; good practice and professional conduct, observance of health and safety law and practice, technical or commercial competence or financial stability. Such evidence shall be supplied by means of inspection, testing and certification at such times, and to such standards and/or criteria, as may be decided by Council.

3.2 Corporate Group Membership

Each Applicant within a Corporate Group must apply for membership of the ECA in its own name and individually satisfy the criteria set out above. However, a parent company may apply to pay subscriptions on behalf of those in its Corporate Group.

3.3 Nominated Representative and Additional Representative(s)

- 3.3.1 An Applicant shall be admitted to membership provided that:
 - 3.3.1.1 It nominates in writing to the Secretary a Representative who shall, subject to reasonable and substantiated objection (such objection not to be vexatious) by the relevant Branch and by Council, be accepted as the Nominated Representative for the Member;

- 3.3.1.2 Any Additional Representative shall be entitled to exercise the authority and enjoy the privileges on behalf of the Member they represent, but only the Nominated Representative may vote at General Meetings or, subject to Rule 7.1 and 10.1, be elected to Council or to any office open to Members unless Council decides otherwise;
- 3.3.2 Should a Nominated or Additional Representative at any time contravene the Rules or Code of Conduct, or bring or be likely to bring, the Trade or ECA into disrepute, Council may withdraw its approval of a Nominated or Additional Representative immediately.
- 3.3.3 Any change of Nominated Representative shall be subject to reasonable and substantiated objection by the relevant Branch or Council;
- 3.3.4 If at any time a Member has no Nominated Representative, Council may in its absolute discretion permit membership of such body to continue on such terms as it shall think fit notwithstanding that there shall be no approved Nominated Representative.

3.4 Transfer of Membership

A Member cannot transfer its membership to another body, except where the Secretary, subject to being satisfied that the incorporated body is capable of meeting the criteria for Membership set out in Rule 3.1.1 and 3.1.2 and that no detriment has been or will be caused to third parties, accepts that Applicant as a Member, because

- 3.4.1 The Applicant is an incorporated body wholly or substantially owned by an individual or an unincorporated body which is currently a Member
- 3.4.2 The Applicant is in the same Corporate Group as an existing Member and, but for Rule 3.1.1.1, would otherwise be capable of meeting the criteria for Membership set out in Rule 3.1.1 and 3.1.2.

3.5 Obligations and Rights of Members (Intellectual Property)

- 3.5.1 Subject to each Member at all times observing and complying with these Rules, Standing Orders, the Code of Conduct and the terms of any agreements as Council shall from time to time decide, each Member shall enjoy the following rights and privileges as may be determined from time to time and as further prescribed by Council:
 - 3.5.1.1 the right to access ECA'S website and to receive ECA's publications;
 - 3.5.1.2 the benefit of any service provided from time to time by ECA's Corporate Group in which the Member may participate by virtue of ECA membership; and
 - 3.5.1.3 the right to a non-exclusive royalty free licence, while remaining a Member, (but not so as to acquire any rights therein other than that of a licence enduring for the term of membership), to display Intellectual Property in relation to the Member's activities and the promotion thereof that fall within the Trade in accordance with any guidelines laid down by ECA, on condition that the Intellectual Property shall not be used without indicating that it is Intellectual Property owned by ECA. For the avoidance of doubt, the licence referred to in the Intellectual Property shall cease upon termination of the Member's membership, whereupon the Member shall remove the Intellectual Property from all websites, social media, documents and stationery (physical or electronic), vehicles, property and buildings and shall not use any Intellectual Property which is the same as or confusingly similar to any of the Intellectual Property, and if requested by ECA shall return to ECA any materials bearing the Intellectual Property which are in the Member's possession. No Member shall use, or assist others to use, any

Intellectual Property that is similar to, the same as, or likely to be confused with the Intellectual Property owned or used by ECA.

3.5.2 Without prejudice to the generality of the foregoing and to the power of Council to set new or additional standards from time to time, it shall be obligatory for Members to work to and comply with such standards as are:

3.5.2.1 the Relevant Standards; and,

3.5.2.2 set from time to time by Council in its absolute discretion in respect of good practice, professional conduct, observance of health and safety law and practice, technical or commercial competence or financial stability.

3.5.3 If the ECA shall have made any payment or borne any cost or expense in accordance with the conditions of the ECA's Guarantee of Work Scheme in respect of a Member's work, that Member shall be obliged to indemnify the ECA for all costs, claims and liabilities paid or incurred by ECA in respect thereof, together with ECA's reasonable costs incurred in dealing with the matter concerned and that sum will be owed to ECA as a debt.

3.6 Division of Members

Council may divide the Members into different Regions and/or Branches and/or Specialist Groups.

3.7 Fellows:

Subject to each Fellow of the ECA at all times observing and complying with these Rules, Standing Orders, the Code of Conduct and the terms of any agreements as Council shall from time to time decide, Fellows shall be entitled to receive ECA communications and to receive notice of and attend, but not vote at, meetings of ECA and to act in such capacity in connection with the affairs of ECA and for such duration as Council shall decide.

3.8 Honorary Members:

3.8.1 Honorary Members may be elected by Council on an annual basis.

3.8.2 Subject to each Honorary Member at all times observing and complying with these Rules, Standing Orders, the Code of Conduct and the terms of any agreements as Council shall from time to time decide, an Honorary Member shall be entitled to receive ECA communications and to receive notice of and attend, but not vote at, meetings of ECA and to act in such capacity in connection with the affairs of ECA and for such duration as Council shall decide.

3.9 Affiliates and Associates

Any Applicant, who is unable to become a Member, may become affiliated or associated to ECA on such terms and at such fees or subscription as the Council may from time to time determine.

3.10 Subscriptions

3.10.1 Council shall have power from time to time in its absolute discretion, on thirty days' notice, to fix or vary the method of computation and the amount and the mode of payment of the Subscriptions (if any) to be paid to ECA by Members or any Specialist Group during the Subscription Year.

3.10.2 Where the Subscriptions are based on the amount of a Member's annual electrotechnical turnover (including turnover relating to fire and/or security activity), every Member shall make such returns as the Chief Executive shall determine in order to ascertain the amount or amounts of such turnover, based on the Member's approved annual accounts for the preceding year. Where the Finance Director accepts that it is difficult to identify the electrotechnical turnover, the Chief Executive may accept an estimate based on an amount to be determined by Council, multiplied by the number of employees involved principally, but not exclusively, with the Trade

in which case every Member shall make such returns as the Chief Executive shall determine in order to ascertain the amount or amounts of such turnover, based on the Member's employees active in the Trade. Failure to do so shall allow the Chief Executive in their absolute discretion to assess the annual turnover of the Member concerned, and such assessment shall then be applied to the Subscriptions approved by Council and, unless the assessment is not corrected by the Member within an amended return, to the Chief Executive's reasonable satisfaction, within thirty days of the date of the Chief Executive's assessment, shall become payable as provided herein. An amended return may only be made in respect of the current Subscriptions Year.

- 3.10.3 A Subscription Year may run either with a Year, or such other year as determined by Council, for 12 calendar months from the date of the Member joining.
 - 3.10.3.1 Where the Year basis applies, a Member shall pay the Annual Subscription for the Year.
 - 3.10.3.2 An Applicant joining part-way through the Year shall pay the Annual Subscription pro-rata for the remaining part of that Year from the date of the Member joining.
- 3.10.4 Every Member shall, in accordance with these Rules, duly and punctually pay the Subscriptions payable in respect of their membership of ECA for the year determined by Rule 3.10.3, subject to any discount or concession, or penalty for late payment, as determined by Council from time to time in its absolute discretion.
- 3.10.5 Where the Annual Subscription payable by a Member is for the Year, it shall be payable in advance on 1st January in each Year. Where the subscription payable by a Member is for a year starting on the anniversary of their joining, then it shall be paid within the time specified in the invitation to renew membership. Where, by agreement with ECA, the Member's Subscription is payable in instalments payments shall be made in accordance with the agreed terms.
- 3.10.6 A group parent company may pay Subscriptions on behalf of its Corporate Group subject to meeting the requirements of the Chief Executive to include the electrotechnical turnover of all the members of that group.
- 3.10.7 In case of termination of membership (for whatever reason), part-way through a Subscription Year, no refund shall be given and any balance due for the remainder of the year, but unpaid, shall remain a debt due to ECA.
- 3.10.8 Should a former Member who owes monies to ECA, become an Applicant, they will not be admitted to membership of ECA until such time as they have paid ECA the monies owed.
- 3.10.9 No Subscriptions shall be payable by any Fellow or any Honorary Member.

4 SUSPENSION OR CESSATION OF MEMBERSHIP

4.1 Due to resignation

Any Member may terminate their membership of ECA by giving written notice to the Secretary ninety days prior to the next renewal date of that Member's Subscription Year. Subject to the aforementioned notice, termination will take place on a date to be agreed with the Secretary, or the expiry of that notice.

4.2 Due to insolvency or incapacity

If a Member becomes Insolvent or, being an individual/sole trader suffers from Incapacity, such Member shall immediately cease to be a Member, but Council may in its absolute discretion continue or restore the membership of any such Member still in existence notwithstanding the Insolvency or Incapacity, and either subject to, and without prejudice to,

payment by such Member of any new Entrance Fee or Other Subscriptions due to ECA under these Rules.

4.3 For matters of conduct

- 4.3.1 Subject to Rule 5, a Member's membership of ECA may be suspended under Rules 4.6.1 and 4.6.2 pending termination if the matter remains unresolved, where they:
 - 4.3.1.1 have failed to observe and comply with any of these Rules, Standing Orders, the Code of Conduct or any other rules, orders, undertakings, agreements, codes or regulations of ECA, including continuing failure to submit to assessment or supply evidence of technical competence as mentioned in Rule 3.1.2, 3.5.2 and any Standing Orders; and/or,
 - 4.3.1.2 are found to have falsified, or misled ECA in relation to, the data on which Subscriptions are based
 - 4.3.1.3 have carried or failed to carry out works or services in such a way which endangers human life or brings the Trade into disrepute;

4.4 For non-payment of Subscriptions and other sums due to ECA

- 4.4.1 A Member whose Subscriptions or any part of it, or any other sum owing by the Member to ECA, is in arrears for more than thirty days after notification in writing by the Secretary requesting payment of those arrears shall receive a further thirty day notice from the Secretary requesting payment of those outstanding sums (such notification to be also sent to the relevant Regional Executive Committee), on expiry of that notice, the Secretary may suspend the Member by further notice in writing with immediate effect until such time as that sum, is paid.
- 4.4.2 Where a Member's membership is suspended under Rule 4.4.1, the Secretary may, subject to Council having a reasonable opportunity to raise a reasonable objection and notification to the relevant Regional Executive Committee, terminate that Member's membership.

4.5 By Council

Council may in its absolute discretion terminate the membership of a Member, if such Member has ceased to fit the criteria for membership required for Applicants, or belongs to or is associated with, any activity or organisation which Council considers undesirable or against the Objects of ECA.

4.6 Consequences of suspension and cessation

- 4.6.1 As soon as possible after the Secretary has become aware of any of the circumstances identified in Rules 4.3, the Secretary shall treat the matter as a complaint received in accordance with Rule 5.
- 4.6.2 The Officers shall decide whether any of the circumstances identified in Rule 4.3, require the Member to be suspended pending the outcome of the complaints process in accordance with Rule 5. Where the Officers decide that the Member is suspended from ECA membership, the Secretary shall notify the Member immediately in writing.
- 4.6.3 During any period of suspension, the Member shall adhere to these Rules, but be barred from participation in all rights, services and facilities available for the benefit and advantage of Members under these Rules. The Member shall remain liable to pay all monies owed to ECA during the period of suspension and no rebate shall be allowed from such Member's Subscriptions on account of the period of suspension
- 4.6.4 Where a Member's membership of ECA is suspended or terminated hereunder, they shall, from the earlier of the date of resignation, suspension or termination, forfeit all rights and privileges of ECA membership, attachment or affiliation/association, but the Subscription arrears and/or other sums owed to ECA shall remain a debt due

to and recoverable by ECA. For the purposes of this Rule a Member's Subscriptions shall be deemed to include all sums payable by the Member to ECA, including, without limitation, any amounts due under any scheme or arrangement between ECA and the Member, including but not limited to the ECA's Guarantee of Work Scheme.

- 4.6.5 From the date of suspension, resignation or termination, the Member or former Member must immediately cease to use all Intellectual Property indications of membership, connection, affiliation or association with or of ECA and for the avoidance of doubt that Member shall cease to have any interest in or claim upon any of the Funds or property of ECA.
- 4.6.6 A Member whose membership has terminated under these Rules, or otherwise for any reason, shall not be entitled to receive back any part of their Subscriptions in respect of the period from the date of such termination of membership, nor to a return of any other money paid to ECA, and will immediately pay ECA and be liable for, all monies due to ECA.
- 4.6.7 Any costs, charges, interest on late payment and expenses properly incurred by ECA in recovering or seeking to recover any arrears of Subscriptions or other sums owed to ECA from a Member shall be on a full indemnity basis, or on such basis as Council shall from time to time decide, and the total amount thereof shall be deemed to be a debt due to and recoverable by ECA.

5 COMPLAINTS

5.1 Instigating a complaint

Any person or entity (including ECA) raising a complaint against ECA or an Applicant or Member (including, but not limited to circumstances identified in Rules 4.3), shall ensure the Secretary has in writing sufficient details and reasonable substantiation/corroboration of the complaint, which should include, but not be limited to, identification of the facts surrounding the complaint, any individuals involved, and citation of any Rule, Standing Order, Code of Conduct or other relevant document which forms the subject matter of the complaint.

5.2 Complaints process

- 5.2.1 Within twenty one days of the later of the receipt of such complaint, or the Secretary receiving any further details reasonably required following receipt of the complaint by the Secretary, the Secretary shall set the timetable for; resolution of the complaint, inquiry into the complaint, invitation of representations, written or oral, from the complainant and from any person who is the subject of the complaint and for the making of a ruling on the complaint.
- 5.2.2 The Secretary shall no later than forty-five days from the later of the receipt of such complaint, or the Secretary receiving any further details reasonably required following receipt of the complaint, make a ruling on the complaint, including any suggested remedies.
- 5.2.3 In case of dissatisfaction with the ruling of the Secretary in respect of the complaint or where the Secretary is unable to act, the Secretary or any affected party may within seven days of the ruling of the Secretary refer the matter in writing to the Officers.
- 5.2.4 The Officers shall within fourteen days of receipt of the referral from the Secretary set the timetable for; resolution of the complaint, inquiry into the complaint, invitation of representations, written or oral, from the complainant and from any person who is the subject of the complaint and for the making of a ruling on the complaint.
- 5.2.5 The Officers shall no later than forty-five days from receipt of the referral of the complaint from the Secretary make a ruling on the complaint, including any suggested remedies.

5.3 Appeals

5.3.1 In case of dissatisfaction with the ruling of the Officers in respect of the complaint, any affected party may within twenty-eight days of the ruling of the Officers appeal in writing to Council (such notice to be sent to the Secretary). The Secretary shall facilitate the appeal as may be necessary and shall convene a meeting of Council within ninety days of receipt of the appeal. Council shall, subject to receiving any further representations by the complainant or other affected party, make a final ruling on the matter.

5.3.2 If the complaint involves breach of the Rules, Standing Orders, Code of Conduct or other rules or regulations laid down by ECA or any of its officials, and the complainant or any other affected party is still not satisfied with Council's ruling, then the complainant or ECA may refer the matter for arbitration to an independent arbitrator to be appointed by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act currently in force whose decisions will be accepted by the complainant or any other affected party, as final and conclusive.

5.4 The procedures under this Rule 5 shall not preclude, where appropriate, any due process under Rule 4.6 to 4.10.

6 GENERAL MEETINGS

6.1 Notice

The Secretary shall give at least twenty-one days' notice of a General Meeting together with particulars of all matters to be discussed and resolved at such meeting, to all the Members.

6.2 Quorum

A General Meeting will not take place unless a Quorum is present. If within half an hour from the time appointed for the commencement of a General Meeting a Quorum is not present, such meeting shall be dissolved.

6.3 Annual General Meetings

6.3.1 Annual General Meetings shall be held at such time as may be determined by Council once in each calendar year (each one not being more than eighteen months after the last one).

6.3.2 At each Annual General Meeting the audited consolidated financial statements of Funds for the year ending on 31st December then last, shall be presented and the certificate and report of the auditors thereon read and received.

6.3.3 Council shall then present at each Annual General Meeting a report of the proceedings of ECA during the preceding year ending 31st December, and of all such general matters as it shall deem proper or expedient.

6.4 Extraordinary General Meetings

6.4.1 An Extraordinary General Meeting of ECA shall be called by order of the President or a majority of Council, or at the written request of no less than thirty Members.

6.4.2 Subject to Rule 6.4.1, every request for an Extraordinary General Meeting shall state the particulars of all matters to be discussed and resolved at that meeting and be signed by those requesting it and notified to the Secretary. If the Secretary does not cause the Extraordinary General Meeting to be held within twenty-one days from the date of being so notified, those requesting the Extraordinary General Meeting may request in writing that the Secretary supply them with a list of the current Members. Subject to the remainder of this Rule, the Secretary shall supply the list within seven days of receipt of the written request. Subject to the remainder of this Rule, those requesting the Extraordinary General Meeting may themselves convene it no later

than ninety days after the date of receipt by the Secretary of the original request under this Rule for an Extraordinary General Meeting

6.5 Voting at General Meetings

- 6.5.1 At any General Meeting a resolution put to the vote of the meeting shall be decided on a simple majority based on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 6.5.1.1 by the chair;
 - 6.5.1.2 by at least twelve Members present in person or by proxy; or
 - 6.5.1.3 by any Member or Members representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting;
- subject to the remaining provisions of Rule 6, unless a poll be so demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost, in ECA's minute book, shall be conclusive evidence of the fact without proof of the numbers or proportion of the votes given for or against such resolution.
- 6.5.2 The demand for a poll may be withdrawn except as provided in Rule 6.6.4. If a poll is duly demanded it shall be taken in such manner as the chair directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.5.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second/casting vote.
- 6.5.4 A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken on such time during the meetings as the chair 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 the poll.
- 6.5.5 At a General Meeting every Member shall (unless disqualified from voting by any of these Rules) have both on a show of hands and on a poll one vote, but Fellows and Honorary Members shall not be entitled to vote.
- 6.5.6 A Member qualified to vote, being personally present at any General Meeting, may decline to vote on any question, but shall not by so declining be considered absent from the meeting.
- 6.5.7 If a Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting, attends in person, they remain so entitled to vote in respect of that meeting or any adjournment of it, and any valid postal or electronic vote or proxy instrument previously delivered to the Secretary by or on behalf of that Member is automatically revoked.
- 6.5.8 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.
- 6.5.9 No objection shall be made to the validity of any vote unless raised at the time of the meeting or poll at which vote take place, and every vote not disallowed at such meeting or poll shall be deemed valid. The chair of the meeting shall be the sole, absolute and conclusive judge of the validity of every vote taking place at any such meeting or poll.
- 6.5.10 Nothing in these Rules is to be taken to preclude the holding and conducting of a General Meeting in such a way that Members who are not physically present ('in person') together at the same place may by electronic means attend ('virtually present') and speak and vote at it as if they were physically present. Any technical

failure or interruption of the electronic means during a meeting, that cannot be rectified within a reasonable time, may cause the meeting to be adjourned at the discretion of the chair of the meeting.

- 6.5.11 The Members can if they so choose, vote by post or electronic mail ('e-mail') to elect Council members or to make a decision on any matter that is being resolved at a General Meeting.
- 6.5.12 The Secretary must appoint at least two persons independent of the Members to serve as scrutineers to supervise the conduct of the postal/e-mail vote and the counting of votes.
- 6.5.13 If postal and/or e-mail voting is to be allowed on a matter, the Secretary must send to Members not less than twenty-one days before the deadline for receipt of votes cast in this way:
 - 6.5.13.1 a notice by e-mail, if the Member has agreed to receive notices in this way, including an explanation of the purpose of the vote and the voting procedure to be followed by the Member, and a voting form capable of being returned by e-mail to the Secretary, containing details of the resolution being put to a vote, or of the candidates for election, as applicable, or
 - 6.5.13.2 a notice by post to all other Members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
- 6.5.14 The postal voting procedure must require all forms returned by post to be in an envelope with the Member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers for ECA', at ECA's head office or such other postal address as is specified in the voting procedure.
- 6.5.15 The voting procedure for votes cast by e-mail must require the Member's name to be at the top of the e-mail, and the e-mail must be authenticated in the manner specified in the voting procedure.
- 6.5.16 E-mail votes must be returned to an e-mail address used only for this purpose and must be accessed only by the scrutineers.
- 6.5.17 The voting procedure must specify the closing date and time for receipt of votes and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- 6.5.18 The scrutineers must make a list of names of members casting valid votes, and a separate list of Members casting votes that were invalid. These lists must be provided to the Officers or other persons overseeing admission to, and voting at, the General Meeting. A Member who has cast a valid postal or e-mail vote must not vote at the meeting and must not be counted in the Quorum for any part of the meeting on which it has already cast a valid vote. A Member who has cast an invalid vote by post or e-mail is allowed to vote at the meeting and counts towards the Quorum.
- 6.5.19 For e-mail or postal votes, the scrutineers must cut off and retain any part of the e-mail or correspondence that includes the Member's name. In each case, a scrutineer must record on this evidence of the Member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.
- 6.5.20 Votes cast by post or e-mail must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and e-mail and the number of votes received which were invalid
- 6.5.21 The scrutineers must not disclose the result of the postal/e-mail ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been

counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.

- 6.5.22 Following the final declaration of the result of the vote, the scrutineers must provide to the Officers bundles containing the anonymised evidence of Members submitting valid postal votes; evidence of members submitting valid e-mail votes; evidence of invalid votes; the valid votes; and the invalid votes.
- 6.5.23 Any dispute about the conduct of a postal or e-mail ballot must be referred initially to the Officers. If the dispute cannot be satisfactorily resolved by the Officers, it must be referred to the Council.

6.6 Voting by Proxy

- 6.6.1 A Member entitled to vote may from time to time appoint any other Member as their proxy to attend, speak and vote at any General Meeting.
- 6.6.2 Every instrument of proxy shall be in writing, be notified to the Secretary at least forty-eight hours before the time of holding the General Meeting at which it is to be acted upon and contain the following information:-
 - 6.6.2.1 Registered name of the Member;
 - 6.6.2.2 Member address registered with ECA;
 - 6.6.2.3 Member registration number with ECA;
 - 6.6.2.4 Name of Nominated Representative of the Member;
 - 6.6.2.5 Name and number of the proxy Member(s), and their Nominated Representative(s), as identified on the ECA register of Members;
 - 6.6.2.6 Type and date of meeting and items/resolutions to which the proxy is confined (including or excluding any adjournments thereof), including where intended the direction to the proxy on the vote to be cast.
 - 6.6.2.7 Signed and dated by the Nominated Representative of the Member appointing the proxy(ies).
- 6.6.3 If a proxy instrument is not signed or authenticated by the Member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that Member's behalf had authority to do so.
- 6.6.4 Unless a proxy instrument indicates otherwise, it must be treated as allowing the person appointed under it as a proxy:
 - 6.6.4.1 discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 6.6.4.2 authority in relation to any adjournment of the GM to which it relates as well as the meeting itself, and
 - 6.6.4.3 authority to demand or join in demanding a poll.
- 6.6.5 Notwithstanding the provisions of this clause, an appointment of a proxy under a proxy instrument may be revoked by delivering to the Secretary a notice in writing given by or on behalf of the Member by whom or on whose behalf the proxy instrument was given.
- 6.6.6 Notice revoking a proxy instrument only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

7 COUNCIL

7.1 Composition

Council shall consist of; the Officers, elected Nominated Representatives from each Region, Specialist Group and Committee, together with such other Members as Council may co-opt to serve thereon under Rule 10.1. Unless and until otherwise determined by Council, the number of members of Council shall not exceed 40.

7.2 Appointment to Council

The Standing Orders shall set out the method of electing delegates to Council.

7.3 Purpose of Council

Council, subject to these Rules, shall have fiduciary authority to deal with and make decisions on the: vision, mission, strategy, management and control of ECA in order to further the Objects. In accordance with these Rules, Council delegates authority to deal with such matters to the Committees, Officers, the Board, Chief Executive, Finance Director and Secretary.

7.4 Council's Authority

Further to Rule 7.3 above:

7.4.1 Council may, in accordance with these Rules, exercise all such authorities and discretions necessary and do any such acts and things whatsoever in furtherance of ECA's Objects.

7.4.2 Council may from time to time establish, manage, delegate to, authorise and restructure, make, amend or rescind Standing Orders, a Code of Conduct, terms of reference or any other decision or record for further regulating the internal business and administration of ECA, its Board, Committees, Specialist Groups, Regions, Regional Executive Committees and Branches, provided that no such resolution shall be inconsistent with these Rules.

7.4.3 The acts of Council shall, notwithstanding any vacancy in Council or any defect in the appointment of any member of Council, be as valid as if no such vacancy had existed and as if every such person had been duly appointed.

7.4.4 Council delegates authority, subject to any limitations of that authority set out by Council. to the Board to invest, manage and employ any and all Funds.

7.5 Meetings of Council

7.5.1 Subject to the remaining provisions of this clause, the members of Council shall decide; how, where and when (including how frequently) Council will meet.

7.5.2 A meeting of Council shall be convened by order of the President or at the written request of six members of Council and otherwise as Council may determine.

7.5.3 Notice of all meetings of Council shall be given not less than seven clear days before each meeting to all members of Council specifying the nature of the business to be transacted.

7.5.4 A Council meeting will not take place unless a Quorum is present. If within half an hour from the time appointed for the commencement of a Council meeting a Quorum is not present, such meeting shall be dissolved.

7.6 Cessation of Membership of Council

7.6.1 In case any member of Council shall at any time cease to be a Member they shall automatically cease to be a member of Council and of any Committee, Regional Executive Committee, Region, Branch or Specialist Group of which they may be a member.

7.6.2 Subject, to Rule 6.6.1 If any member of Council shall omit or neglect to attend three consecutive meetings of Council, without special leave of Council (to be granted in

case of illness, or other reasonable cause of absence) then they shall cease to be a member of Council, and the vacancy or vacancies thereby caused shall be filled by the relevant Region, Specialist Group or Committee.

8 COMMITTEES

- 8.1 Council shall have power in its absolute discretion to constitute such committees (standing or ad hoc) of Council, Regions or Specialist Groups, consisting of such persons as Council may think fit, and to reconstitute, to change the membership of and to dissolve any such Committee.
- 8.2 Council shall have power at any time in its absolute discretion to delegate to any of its Committees all or any of the powers, authorities and discretions vested in Council subject to such restrictions, conditions and directions as Council may think fit, and to revoke, modify or extend any such delegation, restriction, condition or direction for the time being in force.
- 8.3 If any member of any Committee, Regional Executive Committee, Specialist Group or other ECA committee shall omit or neglect to attend three consecutive meetings of that Committee, without special leave (to be granted in case of illness, or other reasonable cause of absence) of that Committee then they shall cease to be a member of the relevant Committee, and the vacancy or vacancies thereby caused shall be filled by the relevant Committee, Regional Executive Committee or Specialist Group.

9 OFFICERS

9.1 Priority

In matters where an Officer is required to action or authorise a matter under these Rules, and unless otherwise stated, the Officers shall have the following order of priority:

- The President
- Senior Vice President
- The Vice-President
- The Immediate-Past President

9.2 Officer's participation

Every Officer shall ex-officio be a member of Council, all Committees, Specialist Groups, Regional Executive Committees, all Branches and other committees of ECA, and shall be entitled to appoint any other Officer or Council member to attend meetings of all such Committees, Specialist Groups, Regional Executive Committees, all Branches and other committees of ECA, if unable to attend in person.

9.3 President and Immediate Past President

- 9.3.1 The President shall be elected by Council. The President shall hold office for one year and shall be eligible for re-election for a further year of office.
- 9.3.2 In the year following their term of office the President shall become known as Immediate Past President and ex-officio shall be a member of Council in that year and subsequently until replaced in office by a successor as Immediate Past President.
- 9.3.3 The President will chair the meetings of General Meetings and meetings of Council. If the President has a conflict of interest or is unwilling to preside or is not present within 10 minutes after the time of the meeting, the Chair will be taken from the Immediate-Past President or Vice-President (in order of priority), unless equally all of the aforementioned are unable to act as chair due to a conflict of interest or is unwilling to preside or is not present within 10 minutes of the commencement of the meeting, in which case members of the relevant General Meeting or Council present may appoint one of their number present to chair that meeting.

9.4 Senior Vice President

Council may elect a Senior Vice President from within the Members to, subject to Rule 9.3.1, succeed the President.

9.5 Vice President

Council may elect Vice President(s) from within the Members to, subject to Rule 9.4, succeed the Senior Vice President.

10 MANAGEMENT AND ADMINISTRATION

10.1 Co-option to Council, Committees and Board

Council, a Committee or the Board, may at any meeting of that Council, Committee or Board, by a majority vote of the Members then present and entitled to vote, co-opt any Nominated Representative, Additional Representative, Fellow or Honorary Member or non-member, provided the purpose and duration of that co-option are agreed at the time the vote for that co-option.

10.2 Emergency Powers

In matters of great urgency or exceptional importance, when it is not practicable to consult Council, the Officers shall be entitled to exercise on behalf of ECA such powers or authorities as they may in their discretion think fit.

10.3 Chief Executive

10.3.1 The Chief Executive shall be the senior executive of ECA and shall be appointed by Council on such terms and conditions as Council shall determine.

10.3.2 The Chief Executive shall exercise such powers and duties as Council shall from time to time determine (subject to any limitations provided by Council) and shall initiate, develop and implement the strategy and policy of Council.

10.3.3 The Chief Executive shall ex-officio be a member of all Committees, Specialist Groups, Regional Executive Committees, all Branches and other committees of ECA, with the power to take part in all deliberations but without a power to vote. The Chief Executive shall be entitled to appoint a representative to attend meetings of all such Committees, Specialist Groups, Regional Executive Committees, all Branches and other committees of ECA, if unable to attend in person.

10.3.4 The Chief Executive shall be responsible to Council or to any body acting with the delegated authority of Council for the custody, maintenance and use of the property and Funds of ECA and for the engagement, service and discharge of all staff employed by it.

10.3.5 The Chief Executive shall be responsible to Council for the co-ordination of the strategy and policies of ECA and with the staff for the implementation of the strategy and policies determined by Council and its committees.

10.3.6 The Chief Executive shall have power, subject to any limitations provided by Council, to incur or authorise any expenses necessary in the performance of those duties or otherwise on behalf of ECA and shall inform the chair of the Board of their actions and expenses in doing so (including seeking prior approval of the Board, where they intend to exceed any limitations provided by Council).

10.4 Secretary

Council shall at any time approve the appointment or removal of a person or persons to hold office as the Secretary of ECA. The Secretary shall have such powers and duties as outlined in these Rules and as the Chief Executive with the prior approval of Council may from time to time determine.

10.5 Finance Director

Subject to the approval of Council, the Board shall at any time approve the appointment or removal of a person or persons to hold office as the Finance Director of ECA. The Finance Director shall have such powers and duties as outlined in these Rules and as the Chief Executive with the approval of the Board, may from time to time determine.

10.6 Accounts and Funds

10.6.1 The Finance Director shall be responsible to Council, the Board and the Chief Executive for ensuring that proper accounts and records shall be kept of the receipt and payment of all monies on behalf of ECA and of the assets and liabilities of ECA ('Funds').

10.6.2 Subject to terms of reference issued by Council to the Board from time to time, all monies received on behalf of ECA shall be paid into such account or accounts and with such authorities for payments, transfers or investments as the Board may think fit.

10.7 Responsibility to ECA

The Members, Representatives and employees of ECA shall take responsibility as a whole, for delivery of the Objects, subject to any directions which the Council shall from time to time make including keeping any information relating to ECA's administration, finance and governance matters confidential for the information only of Nominated Representatives (and Additional Representatives where applicable).

10.8 Conflicts of interest

Each Representative and employee of ECA must:

10.8.1 Declare the nature and extent of any issue, interest, direct or indirect, which he or she has in a proposed issue, transaction or arrangement with ECA or in any transaction or arrangement entered into by ECA which has not previously been declared; and

10.8.2 Absent themselves from any of the Council, Board or of any Committee, Regional Executive Committee, Branch or Specialist Group in which it is possible that a conflict of interest will arise between their duty to act solely in the interests of ECA and any personal interest (including, but not limited to, any financial interest). Any person absenting themselves from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision on the matter.

10.8.3 All such interests shall be recorded in a register of conflicts, which shall be maintained by the Secretary.

10.9 Indemnity

Every Officer and member of the Council, Board or of any Committee, Regional Executive Committee, Branch or Specialist Group and every official and employee of ECA shall at all times be defended from any proceedings and indemnified, out of the Funds, against all loss, costs and charges, reasonably substantiated and incurred by reason or in consequence of any act, omission, matter or thing done or permitted reasonably by them bona fide in or about the execution of the duties of their office. For the purposes of which, each of them shall be reimbursed only with as much loss as they may reasonably incur, subject to substantiation, and shall not be personally liable or accountable for that loss unless such loss shall be sustained through their wilful fault or neglect. The Secretary shall ensure that appropriate policies of insurance are maintained in respect of such events.

10.10 Notices and Electronic Communications

10.10.1 All notices required by these Rules or by statute to be given to Members, or by Members to the ECA, Council, Chief Executive or the Secretary, shall be validly given by any of the following methods:

- 10.10.1.1 Electronically. If a Member has provided ECA with an email address and has not indicated to ECA that they are unwilling to receive communications in that form, then that Member is deemed to have agreed to receive all notices and communications from ECA in electronic form at that address. ECA will nominate an email address on its website where Members can serve notices on ECA, Council, the Chief Executive or the Secretary
 - 10.10.1.2 By first-class post to the Member's last-communicated registered or business address, and in the case of notices or communications to ECA, its current Head Office address addressed to the Chief Executive or the Secretary.
- 10.10.2 Council may, subject to compliance with any legal requirements, by means of publication on the ECA website:
- 10.10.2.1 provide Members with any notices referred to in these Rules;
 - 10.10.2.2 give members of Council notice of their meetings in accordance with these Rules; and
 - 10.10.2.3 submit any proposal to Members for decision/vote by written resolution
- Provided that Council takes reasonable steps to ensure that Members are promptly notified of the publication of any such notice or proposal.
- 10.10.3 Where a Member requests a hard copy of any document or information to be sent to that Member, the Member shall be sent the same within twenty-one days of ECA receiving the written request from the Member.

10.11 Amendments to the Rules

These Rules may be amended at any General Meeting, after consultation with Members, by a resolution passed by a majority of at least two-thirds of Members physically or virtually or by proxy present and entitled to vote, or in the case of a poll being demanded, by a majority of at least two-thirds of the votes cast.

10.12 Dissolution

The procedure for the dissolution or winding up of ECA shall be as follows:

- 10.12.1 A written notice signed by at least thirty Members shall be sent to the Secretary in accordance with Rule 10, such notice shall only be considered at an Annual General Meeting or an Extraordinary General Meeting specially called for the purpose.
- 10.12.2 If the resolution is carried by a majority of two-thirds of those present and entitled to vote, the written consent of two-thirds of the Members shall be obtained on a poll before such resolution is valid or of any effect.
- 10.12.3 If the requisite majority under Rule 10.12.2 is obtained, ECA shall be dissolved and any funds in hand shall be divisible amongst the Members pro-rata according to the amount of subscription which each of such Members paid to ECA during the immediately preceding five years less expenses of dissolution, but if there are no refunds, such expenses shall be paid by the Members voting for the dissolution, pro rata.



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