



# **FENCING CONTRACTORS** **ASSOCIATION LIMITED**

Registered Under Section 2  
Industrial and Provident Societies Act 1965

## **RULES AND REGULATIONS**

**INCORPORATING:**

**ASSOCIATION OF SAFETY FENCING CONTRACTORS (ASFC)**

***AND***

**ELECTRIC SECURITY FENCE FEDERATION (ESFF)**

***AND***

**ENVIRONMENTAL NOISE BARRIER ASSOCIATION (ENBA)**

***AND***

**GATE AUTOMATION AND ACCESS  
BARRIER ASSOCIATION (GAABA)**

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# **FENCING CONTRACTORS ASSOCIATION LTD**

## **RULES AND REGULATIONS**

Adopted by resolution at the Annual General Meeting on 23 February 2006

### **I. NAME, OBJECTS AND POWERS**

#### **1. NAME OF THE ASSOCIATION**

The name of the Association shall be "Fencing Contractors Association Limited" hereinafter referred to as the Association.

#### **2. DEFINITIONS**

Except where the context otherwise permits or requires, the words and expressions listed in the Schedule of Definitions set out in Rule 33 shall bear the meanings given to them therein.

#### **3. OBJECTS OF THE ASSOCIATION**

The objects of the Association shall be:-

- 3.1 To promote the well-being and standing of the Industry and all engaged in it through the strength of corporate representation.
- 3.2 To safeguard and advance the development of the Industry.
- 3.3 To foster and maintain a high standard of quality and workmanship.
- 3.4 To encourage, promote and deliver training for fencing personnel.
- 3.5 To hold regular meetings to facilitate exchange of information and knowledge.
- 3.6 To make available advice for the benefit of full members and associate members on contractual matters.
- 3.7 To take action in any matters of general interest to the Industry.

#### **4. POWERS OF THE ASSOCIATION**

To further its objects the Association shall have the power to do all such things as are incidental or conducive to the objects of the Association including (but not limited to) all or any of the following:

- 4.1 Either directly or indirectly to employ, invest and deal with the assets and funds of the Association for the objects of the Association in such manner as shall be considered by the Council to be expedient, and to do all such other acts and things and carry on all such other activities as shall be considered by the Council to be necessary or expedient for the purposes of the Association or the advancement of its interests.
- 4.2 To raise or borrow money for the purposes of or in connection with the activities of the Association or any of them as the Council thinks fit in accordance with the following provisions:-
  - 4.2.1 Any sum or sums raised or borrowed may be on mortgage, charge, bonds or debentures of all or any of the funds or property of the Association whether or not including any floating charge of the whole or part of the undertaking property and assets of the Association both present and future.

- 4.2.2 At the time of any borrowing the sum of the amount then remaining undischarged of monies borrowed and of the amount of the proposed borrowing shall not exceed £100,000.
- 4.2.3 The rate of interest payable at the time in the terms of the borrowing agreed upon shall not exceed the rate of interest which in the opinion of the Council represents the market rate of interest for borrowings of similar amount and on similar terms prevailing at that time except that in the case of a mortgage loan the Council may delegate the determination of the interest rate within specified limits to an Officer, Council Member or Sub-Committee.
- 4.2.4 The Council may determine from time to time (subject to Rules 4.2.1, 4.2.2 and 4.2.3) the terms and conditions upon which money is raised or borrowed or security issued and may vary such terms and conditions.
- 4.2.5 No person lending money to the Association shall be concerned to see or enquire whether either of the limits imposed by Rule 4.2.2 or Rule 4.2.3 is exceeded at the time of the borrowing or issue and if either or both of such limits were to be exceeded no borrowing incurred in excess of such limits shall be invalid unless such person has received express notice to this effect at the time of borrowing.
- 4.3 To give any security or securities whether by way of mortgage or otherwise for the performance of any contracts or any debts, liabilities or obligations of the Association or any of its subsidiaries or other persons or corporations in whose business or undertaking the Association is interested, or to whom or in respect of whom the Association has given any personal covenant, guarantee or indemnity, whether directly or indirectly, and collaterally or further to secure any obligation of whatever nature of the Association by a trust deed or other assurance.
- 4.4 To accept and grant sponsorship and franchises and make such arrangements in connection therewith as the Council shall think fit.
- 4.5 To apply for and hold any licences, consents, certificates, permissions and approvals that may be required for or in connection with the activities of the Association and (among other things) to provide such other facilities as the Council shall consider desirable.
- 4.6 To invite, receive and make donations for or otherwise promote or assist in the development or continuance of facilities for, or the prestige of, the fencing industry generally.
- 4.7 To support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Council, directly or indirectly benefit, or is calculated so to benefit, the Association or its activities or its employees, or ex-employees.
- 4.8 To engage such officials and employees upon such terms and at such remuneration as the Council may deem appropriate, and to dismiss or retire any of them as may be necessary.
- 4.9 To provide pensions, insurances and other benefits to employees or ex-employees of the Association or the dependents and relatives of any such persons and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes or other arrangements (whether contributory or non-contributory) with a view to providing such benefits including (but not limited to) retirement benefits and/or life assurance schemes.
- 4.10 To maintain bank accounts in credit or overdrawn on such terms as the Council shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection systems whether pursuant to Rule 16.5 or otherwise.
- 4.11 To pass such resolutions, regulations and instructions which shall be binding on all Members as are considered necessary for the better management, organisation, administration and regulation of the Association.
- 4.12 To settle, conduct, enforce or resist either in a court of law or by arbitration any suit, debt, liability or claim by or against the Association.

## II. MEMBERSHIP

### 5. MEMBERSHIP

#### 5.1 FULL MEMBERSHIP

- (i) A person, firm or company shall be eligible to apply for Full Membership if his/her or their business or a department of his/her or their business is connected and has been connected with the fencing industry for a period of at least two years and he/she or they are recognised as such in the Trade.
- (ii) Applications from persons, firms or companies for Full Membership shall be sent to the Chief Executive who will notify all other Full Members and the Council of such application and subject to any observations or recommendation from those parties the application shall be approved by the Chief Executive. All applicants must provide satisfactory references as may be required by the Chief Executive on behalf of the Full Members.
- (iii) In addition to 5.1 (i) and 5.1 (ii) above, the following minimum qualifications shall apply for Full Membership:-
  - (a) Annual turnover in excess of £75,000.
  - (b) Regular direct employment of fence installers or staff connected with the fencing industry.

#### 5.1.1 VEHICLE SAFETY FENCING – FULL MEMBERSHIP (INCORPORATING ASSOCIATION OF SAFETY FENCING CONTRACTORS (ASFC) )

A person, firm or company shall be eligible to apply for ASFC Full Membership if his/her or their business or a department of his/her or their business complies with membership qualifications as in Rule 5.1(i), 5.1(ii) and 5.1(iii) above and additional qualifications as follows:

- (a) Shall be Quality Assured to BS EN ISO 9001:2000 or any revisions thereof, and to the requirements of the current issue of the Sector Scheme Document 2B for The Supply, Installation and Repair of Vehicle Restraint Systems.
- (b) Shall be a Full Member of the Association.

#### 5.1.2 ELECTRIC SECURITY FENCING – FULL MEMBERSHIP (INCORPORATING THE ELECTRIC SECURITY FENCING FEDERATION (ESFF))

A person, firm or company shall be eligible to apply for ESFF Full Membership if his/her or their business or a department of his/her or their business complies with membership qualifications as in Rule 5.1(i), 5.1(ii) and 5.1(iii) above and additional qualifications as follows:

- (a) Shall be Quality Assured to BS EN ISO 9001:2000 or any revisions thereof, and to the requirements of the current issue of the Sector Scheme Document 2A for The Design and/or Supply, Installation and Repair of Fences - category Electric Fencing.
- (b) Shall be a Full Member of the Association and comply with the current version of the ESFF Code of Practice (PAS 47).

#### 5.1.3 ENVIRONMENTAL NOISE BARRIERS – FULL MEMBERSHIP (INCORPORATING ENVIRONMENTAL NOISE BARRIER ASSOCIATION (ENBA))

A person, firm or company shall be eligible to apply for ENBA Full Membership if his/her or their business or a department of his/her or their business complies with membership qualifications as in Rules 5.1 (i), 5.1 (ii) and 5.1 (iii) above and additional qualifications as follows:

- (a) Shall be Quality Assured to BS EN ISO 9001:2000 or any revisions thereof, and to the requirements of the current issue of the Sector Scheme Document 2C for the Design, Supply, Installation and Repair of Environmental Noise Barriers (Structural).
- (b) Shall be a Full Member of the Association.
- (c) Shall demonstrate capability to supply noise barrier products tested and assessed in accordance with BS EN 1793 Parts 1 and 2 Road traffic noise reducing devices – Test method for determining the acoustic performance or any revisions thereof.
- (d) Shall demonstrate capability to supply noise barrier products categorised against the criteria contained in BS EN 1794 Parts 1 and 2 Road traffic noise reducing devices – Non-acoustic performance or any revisions thereof.

[NB A supplier of environmental noise barriers in this context is a person, firm or company who manufactures or fabricates noise barrier products, or who installs noise barriers using noise barrier products manufactured or fabricated by another supplier.]

#### 5.1.4 GATE AUTOMATION AND ACCESS BARRIERS – FULL MEMBERSHIP (INCORPORATING GATE AUTOMATION AND ACCESS BARRIER ASSOCIATION (GAABA))

- (a) Shall be Quality Assured to BS EN ISO 9001:2000 or any revisions thereof.
- (b) Shall be a Full Member of the Association.
- (c) Shall be an installer, manufacturer or supplier of electrical/mechanical automated gate and/or access barrier systems and shall supply and/or install the same to the current statutory regulations and all applicable Codes or Practice.

#### 5.2 ASSOCIATE MEMBERSHIP

- (a) Any person, company or organisation who does not fulfil the criteria for Full membership may apply to become an Associate Member of the Association and will be required to comply with all other Rules and Regulations as set out herein. Any Associate Member that achieves a turnover in excess of £75,000 per annum and has been trading for more than two years must apply to the Association for Full Membership.
- (b) Associate Members will not be eligible to vote at meetings or stand for election to council. They may be co-opted to council or to serve on Councils and Sub-Committees but without voting rights.

#### 5.3 AFFILIATE MEMBERSHIP

- (a) The Council may recommend any person, company or organisation who does not fulfil the criteria for full or associate membership to apply for Affiliate Membership of the Association providing that only a minor part of their business activities, products or services apply to the Fencing Industry and who will be required to comply with all other Rules and Regulations as set out herein.
- (b) Affiliate Members will not be eligible to vote at meetings or stand for election to council. They may be co-opted to Council or to serve on Committees and Sub-Committees but without voting rights.
- (c) Affiliate Members will be considered by the Council for renewal of their Membership on an annual basis.

#### 5.4 HONORARY MEMBERSHIP

The Council may elect (subject to confirmation at the next following Annual General Meeting of the Association) as an Honorary Member of the Association any person, firm or company whose membership the Council considers to be especially desirable in the interests of the Association. An Honorary Member shall not carry the rights, duties and privileges of full membership of the Association. The Council shall have power to terminate the Honorary Membership of any person, firm or company at any time if it considers such action to be in the interests of the Association to do so.

#### 5.5 **CONDITIONS OF MEMBERSHIP**

- (a) All Full Members shall be given the right to comment upon any application for membership before it is considered by the Chief Executive who shall decide upon acceptance or refusal. Members are to be informed as soon as practical of the Chief Executive's decision.
- (b) Notwithstanding whether an applicant is able to comply with the minimum qualifications as set out in sub-clauses 5.1 (iii) (a) (b) (c), 5.1.1 (a) (b), 5.1.2 (a) (b), 5.1.3 (a) (b) (c) (d), 5.1.4 (a) (b) (c), 5.2 (a) (b), 5.3 (a) (b) (c) and 5.5 (a) (b) and (c), the members in General Meeting shall have power to accept such applicants, provided that not less than 75% of the Full Members present and voting shall approve.
- (c) All members shall notify the Association in writing within one calendar month, if at any time their Quality Assurance registration is withdrawn by their Accreditation Body.

5.6 Any member may retire from the Association at 31 December in any year by giving at least three months' prior notice in writing of his intention to do so to the Chief Executive.

5.7 All members are to undertake to abide by the Association's Code of Conduct.

#### 5.8 **EXPULSION OF FULL MEMBER, ASSOCIATE MEMBER, OR AFFILIATE MEMBER**

- (i) In the event of any Full Member, Associate Member or Affiliate Member being found guilty of conduct prejudicial to the interests of the Association, such Member shall be liable to be expelled from the Association, subject to the provision that any decision may only be taken at a General Meeting at which not less than 75% of the members present, vote in favour of the expulsion.
- (ii) In the event that any sum payable by a Full Member, Associate Member or Affiliate Member to the funds of the Association shall remain unpaid for a period of three months after the same has become due (unless subscriptions are paid by Direct Debit/Standing Order), such Member shall be expelled from the Association automatically.

### 6. **SHARE CAPITAL**

6.1 The capital of the Association shall consist of shares of the value of Five Pounds each.

6.2 Every Full Member of whatever category shall hold one share and no more in the capital of the Association. No person who is not a Full Member shall be issued with a share.

6.3 Each Full Member of the Association at the date these Rules take effect pursuant to Rule 26 shall be allotted one share and Five Pounds of the subscription then next paid by each Full Member shall be applied in paying up the same in full.

6.4 Any Full Member admitted to membership after the date on which these Rules take effect shall be allotted one share on admission and Five Pounds of the first subscription paid by such Full Member shall be applied in paying up the same in full.

- 6.5 No share shall be held jointly, be withdrawable or be transferable by any Full Member and no interest, dividend or bonus shall be payable on any share. Any Full Member transferring or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Council so decides, be deemed to have resigned from the Association as from the date of such transfer or attempted transfer.
- 6.6 The share of a Full Member shall be forfeited to the Association when that Full Member for whatever reason ceases to be a Full Member and any amount then due to the Full Member in respect of such share shall thereupon become the property of the Association.
- 6.7 The Association shall not be required to issue a certificate to any member in respect of the share allotted to that Full Member.
- 6.8 Honorary Members of the Association shall not be entitled to hold any shares in the capital of the Association.

### **III. GENERAL MEETINGS**

#### **7. GENERAL MEETINGS**

- 7.1. All General Meetings shall be held at such venue and the Council may determine and any such meeting other than an Annual General Meeting shall be called a General Meeting.
- 7.2. The Chairperson of all such meetings shall be the National Chairperson or if unavailable the National Vice Chairperson or if unavailable a Member of the Council appointed at the Meeting concerned to take the Chair for that Meeting.
- 7.3. Every Full Member shall be entitled to attend and vote at any General Meeting. The procedure for the casting of votes shall be determined by the Chairperson of the Meeting.
- 7.4. The quorum of any General Meeting shall be 15 Members.
- 7.5. If within thirty minutes after the time appointed for a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Full Members, shall be dissolved, and in every other case it will stand adjourned to such other day and at such time and place, or be dissolved, as the Council shall determine.
- 7.6. All resolutions shall be decided by a majority of votes recorded except where these Rules provide for a special resolution which shall require a majority of at least two-thirds of the votes recorded.
- 7.7. A declaration by the Chairperson of a General Meeting to the effect that a particular resolution has been passed or not or passed by a particular majority or not shall (subject to the Act) be final and binding on all Members.
- 7.8. A General Meeting shall not be invalidated by reason only of any Full Member accidentally failing to receive a notice thereof or any accompanying document relating thereto.
- 7.9. The procedure for conduct of General Meetings shall be prescribed by the Council and details thereof shall be kept by the Chief Executive and be available for inspection by Members at all reasonable times.

#### **8. ANNUAL GENERAL MEETINGS**

- 8.1. Not later than 28 February in every year a General Meeting shall be held (to be known as the Annual General Meeting) for the transaction of the following business:-
  - 8.1.1. To consider and approve (with or without amendment) the minutes of the previous Annual General Meeting.

- 8.1.2. To receive and approve a report from the Chief Executive on the affairs of the Association since the previous Annual General Meeting.
- 8.1.3. To receive and approve a Financial Statement for the preceding financial year together with the Auditors' report thereon.
- 8.1.4. To elect the Officers for the ensuing year.

The election of the Officers shall be subject to the following provisions:-

- (i) Any member shall have the right to make nominations with the written consent of a candidate for election to any one or more of the offices named in or created under the provisions of Rule 12.1. Such nominations must be in writing so as to reach the Chief Executive no later than seven days prior to the date of the Annual General Meeting. The Council shall also have the right to make nominations for the election of officers.
- (ii) The election of each Officer shall be decided by a majority of votes recorded.
- (iii) In the event of an equal number of votes being cast for two or more candidates for any office a further election for that office shall immediately be held between those candidates for whom the votes cast are equal in number. If there shall still be equality of votes the members of the retiring Council present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holder of the office concerned for the ensuing year.

- 8.1.5. To elect Members of the Council for the ensuing year.

The election of Council Members shall be subject to the following provisions:-

- (i) Any member shall have the right to make not more than one nomination with the written consent of the candidate for election as one of the Council members provided for in Rule 13.1.2. Such nominations must be sent in writing so as to reach the Chief Executive no later than seven days prior to the date of the Annual General Meeting. The Council shall also have the right to make nominations for the election of Council members without restriction on the number of nominations.
- (ii) The election of Council Members shall be decided by a majority of votes recorded.
- (iii) In the event of an equal number of votes being cast for two or more candidates for the last seat or seats on the Council a further election shall immediately be held for the last seat or seats between those candidates for whom the votes cast for such seat or seats are equal in number. If there shall still be equality of votes the members of the retiring Council present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holders of the last seat or seats on the Council for the ensuing year.

- 8.1.6. To confirm any elections of Honorary Members made by the Council during the preceding year.
- 8.1.7. To appoint the Auditors for the ensuing year.
- 8.1.8. To consider as a special resolution any addition or alteration to these rules duly proposed in accordance with Rule 8.3.
- 8.1.9. To consider any other motion or business duly proposed in accordance with Rule 8.3.
- 8.1.10. To consider any other business of which due notice shall have been given.
- 8.1.11. To hear any other relevant matter for the consideration of the Council during the ensuing year, but on which no voting shall be allowed.

- 8.2. Notice of every Annual General Meeting stating the date, time and venue of such Meeting shall be sent to all Members so as to be received not less than fourteen clear days prior to the date of the Meeting with the agenda of the business to be considered thereat and with a copy of the Association's Financial Statement for the preceding financial year.
- 8.2.1. Proposals for additions or alterations to the Rules or for any other motion to be submitted to an Annual General Meeting shall be subject to the following provisions:-
- 8.2.2. Any proposals shall be submitted in writing to the Chief Executive no later than twenty-one days prior to the date of the Annual General Meeting duly proposed by one member and seconded by another.
- 8.2.3. Copies of all such proposals and copies of all proposals put forward by the Council shall be sent to all Members with the notice of the Annual General Meeting.
- 8.2.4. Amendments to any proposal notified to Members under Rule 8.3.2 shall be sent in writing so as to reach the Chief Executive duly proposed and seconded not less than seven days before the time for which the Annual General Meeting is convened.
- 8.2.5. Amendments duly received in accordance with Rule 8.3.3 shall be added to the agenda by the Chairperson of the Annual General Meeting.

## **9. SPECIAL GENERAL MEETINGS**

- 9.1. The Council may convene at any time a Special General Meeting by giving to all Members fourteen clear days written notice thereof stating the date, time and venue thereof and the resolution or resolutions to be moved or other business to be transacted thereat.
- 9.1.1. Amendments to any resolution proposed by the Council shall be submitted in writing to the Chief Executive duly proposed and seconded by Members in the same manner as is prescribed by Rule 8.3.3 for an Annual General Meeting.
- 9.1.2. Amendments duly received in accordance with Rule 9.1.1 shall be added to the agenda by the Chairperson of the Special General Meeting.
- 9.2. The Council shall also convene a Special General Meeting on receipt by the Chief Executive of a written requisition so to do, duly signed by not less than 20 Full Members. Each requisition must clearly state the specific resolution to be moved.
- 9.2.1. Fourteen clear days notice of such a Meeting stating the date, time and venue thereof and the specific resolution to be moved thereat shall be sent to all Members by the Chief Executive within twenty eight days of the receipt of the requisition.
- 9.2.2. Amendments to such a resolution shall be submitted in writing to the Chief Executive duly proposed and seconded by Members in the same manner as is prescribed by Rule 8.3.3.
- 9.2.3. Amendments duly received in accordance with Rule 9.2.2 shall be added to the agenda by the Chairperson of the Special General Meeting.

## **10. RULES**

- 10.1. No new Rule shall be made, nor shall any Rule be amended or rescinded, except by a special resolution passed at an Annual General Meeting in accordance with Rule 8.3 or at a Special General Meeting convened by the Council in accordance with Rule 9.1.
- 10.2. The Chief Executive shall register in accordance with the Act any new Rule or amendment to these Rules and no new Rule or amendment to the Rules shall be valid until so registered.
- 10.3. A copy of the Rules shall be delivered by the Chief Executive to any person on demand on payment of such sum as may from time to time be determined by the Council.

#### **IV. OFFICERS AND COUNCIL**

##### **11. POWERS OF THE COUNCIL**

The affairs of the Association shall be administered by the Council which shall exercise all the powers of the Association expressed in Rule 4 and without limiting the generality thereof:-

- 11.1. The Council shall have power to appoint such Sub-Committees as are considered necessary to deal with the affairs of the Association.
  - 11.1.1. The Council shall determine the composition, powers and terms of reference of each Sub-Committee.
  - 11.1.2. The Chairman of any Sub-Committee shall have a second or casting vote, and the quorum necessary for the transaction of business by a Sub-Committee shall be one-third of its appointed members or as the Council may determine.
  - 11.1.3. The Council shall determine the number of Members on each Sub-Committee and may appoint such Members as it sees fit to serve on each Sub-Committee and each such Sub-Committee may exercise the power of co-option subject to the provisions of Rule 11.2.
- 11.2. The Council shall have power to co-opt additional members to serve on it provided that the number of such co-opted members shall not exceed twenty-five per cent of the number of members elected to hold office on the Council (the Officers for the purposes of this computation being deemed to be elected members) and to approve the co-option of additional members to serve on any Sub-Committee, in both cases either for general or special service and with or without voting rights.
- 11.3. The Council shall not exercise its powers in any way or for any purpose inconsistent with the objects of the Association.
- 11.4. The procedure for the conduct of meetings of the Council shall be prescribed by the Council and details thereof shall be kept by the Chief Executive and be available for inspection by Members at all reasonable times.
- 11.5. References in these Rules to any acts or activities or opinion (including, without limitation, decisions, directions, requests, exercises of discretion and the giving of consent) of the Council shall mean such acts or activities or opinions as shall have been sanctioned or effected or (as the case may be) expressed by (a) a resolution of the Council or (b) a resolution of the relevant Sub-Committee where the power to act or authority being exercised has been delegated by the Council to a Sub-Committee or (c) the relevant Officer where that power or authority has been delegated by the Council to an Officer.

##### **12. OFFICERS**

- 12.1. The Officers of the Association shall be a Treasurer (who may also be the Chief Executive), the National Chairperson and the National Vice Chairperson and such other Officers as the Association from time to time may determine.
- 12.2. The Officers of the Association shall be elected at each Annual General Meeting in accordance with Rule 8.1.4.
- 12.3. The National Chairperson of the Council shall be eligible for election at the Annual General Meeting or a Special General Meeting for a period of two years after which he/she will not be eligible for re-election as National Chairperson until he/she has served a further two years as an ex officio Council member.

- 12.4. The National Vice-Chairperson shall be eligible for election at the Annual General Meeting or a Special General Meeting. He/she shall be elected for a period of two years with the understanding that he/she becomes the Council's nomination for National Chairperson after his/her two years of service on the Council.
- 12.5. If any such offices shall fall vacant between one Annual General Meeting and the next such vacancy shall be filled by the Council for the period of the vacancy.

### **13. COUNCIL**

- 13.1. The Council shall consist of:-
- 13.1.1. The Officers in accordance with 12.1
- 13.1.2. Ten other Full Members to include the bi-annually elected Regional Chairs and incorporated sub group Chairs as follows:
- Scottish Regional Chair
  - Welsh Regional Chair
  - Irish Regional Chair
  - Association of Safety Fencing Contractors (ASFC)
  - Electrical Security Fencing Federation (ESFF)
  - Environmental Noise Barrier Association (ENBA)
  - Gate Automation and Access Barrier Association (GAABA)

The Council will consist of at least four Contracting Full Members and two Full Members representing Fencing Manufacturers and Suppliers respectively. Nominees of a Full Member firm shall be eligible for election to the Council.

- 13.2. The other members of the Council shall be elected for one year and shall retire and be eligible for re-election at each Annual General Meeting with the exception of the Regional Chairs and incorporated sub group Chairs in 13.1.2 who shall be elected by their own regional or sub group committee for a period of two years.
- 13.3. The quorum at any meeting of the Council shall be six (or such other number as may be determined from time to time by the Association in General Meeting) and the Chairperson shall be entitled to exercise a second or casting vote.
- 13.4. If a vacancy shall occur for an elected Member of the Council or an appointed member of a Sub-Committee between one Annual General Meeting and the next such vacancy shall be filled by the Council or Sub-Committee, as the case may be.
- 13.5. If a Member of the Council shall commit an offence under Rule 5.8 or shall be adjudged bankrupt or if a court order is made appointing a receiver to administer such Member's property such Member shall thereupon cease to be a Member of the Council.
- 13.6. Council Members shall receive no remuneration for serving on the Council other than the payment of authorised expenses for carrying out their duties.

### **14. CHIEF EXECUTIVE**

- 14.1 A Chief Executive shall be appointed on the recommendation of the Council and shall hold office until he/she resigns or his/her appointment is terminated by at least six months' notice given by the Chief Executive or by the Council as the case may be. All correspondence and communications regarding the matters of the Association shall be conducted through the Chief Executive who shall keep records of the decisions of the members in General Meeting and of the Council and Committees, and of activities of the Association.

- 14.2 The Chief Executive shall appoint such staff as shall be required to fulfil the obligations and requirements of the post. The Chief Executive shall be responsible for the remuneration of such staff directly.
- 14.3 Remuneration of the Chief Executive (including Head Office administrative support) shall be approved by the Council and reported to the Members at the Annual General Meeting.
- 14.4 The Chief Executive may also be appointed Treasurer of the Association by Members in Annual General Meeting in accordance with Rule 12.1.

## **15. COMMITTEES AND INCORPORATED ASSOCIATIONS**

- 15.1 Committees shall be formed and other Associations incorporated as shall be determined by the Council with the following titles and tasks or such other titles and tasks as may be determined from time to time. The Chairperson (or such appointed representative) of each Committee/Incorporated Association shall be a member of the Council in accordance with Rule 13.1.2. Such Chairperson shall be a Full Member of the organisations listed in Rule 5.1.1, 5.1.2, 5.1.3 and 5.1.4. Such Chairpersons shall serve for a period of two years after which he/she will be eligible for re-election.
- 15.1 Vehicle Safety Fencing Committee - A Chairperson (or an appointed representative) shall be elected by the Committee to monitor and develop the requirements of this specialist sector of the industry.
- 15.2 Electric Security Fencing Committee - A Chairperson (or an appointed representative) shall be elected by the Committee to monitor and develop the requirements of this specialist sector of the industry.
- 15.3 Environmental Noise Barrier Committee - A Chairperson (or an appointed representative) shall be elected by the Committee to monitor and develop the requirements of this specialist sector of the industry.
- 15.4 Gate Automation and Access Barrier Committee - A Chairperson (or an appointed representative) shall be elected by the Committee to monitor and develop the requirements of this specialist sector of the industry.

## **V. FINANCE**

### **16. ASSOCIATION FINANCE**

- 16.1. The Association's income shall be obtained annually from the subscriptions of Members, from investments and securities, from sponsorship, from training courses and seminars, from publications promoted published or endorsed by the Association and from any other available source.
- 16.2. The profits of the Association shall be applied only in furthering the objects of the Association.
- 16.3. The Association shall not have power to receive money on deposit from Members or others.
- 16.4. A Financial Statement of the Association's affairs shall be made up to 31<sup>st</sup> December in each year (or such other date as may be determined from time to time by the Association in General Meeting) and shall be signed by the National Chairperson or the National Vice Chairperson and the Chief Executive. They shall be audited by the Auditors, and a printed copy of the signed Financial Statement, together with the Auditors' report thereon, shall be sent to each member with the notice calling an Annual General Meeting.
- 16.5. The Association may participate in a direct debiting scheme as an originator for the purpose of collecting subscriptions for any category of membership and/or any other amounts due to the Association. In furtherance of such a scheme the Association may enter into an indemnity

required by the bank upon whom direct debits are to be originated and such indemnity may be executed on behalf of the Association by the Chief Executive or as otherwise determined pursuant to these Rules.

## **17. SUBSCRIPTIONS**

17.1 Each Member shall, according to membership category, subscription scale determined by the turnover of the person, firm or company's annual accounts, pay the Association by 31 December in each year (or such date as may be determined by the Association in General Meeting) such annual subscriptions for the ensuing year as the Council may from time to time determine.

## **18. AUDITORS**

18.1. The provisions of the Act relating to the appointment, powers, rights, remuneration, responsibilities and duties of the Auditors shall be complied with.

18.2. The Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications relating thereto which any Member is entitled to receive, and to be heard at any General Meeting on any part of the business which concerns them as auditors.

## **VI. STATUTORY PROCEDURES**

### **19. OFFICE OF THE ASSOCIATION**

19.1 The registered office of the Association shall be situated at Warren Road, Trellech, Monmouthshire NP5 4PQ or as may be determined from time to time. All communications and notices to the Association shall be sent to the registered office.

19.2 Notice of any changes in the situation of the registered office shall be given by the Chief Executive to the Registrar within fourteen days after the change.

### **20. USE OF NAME TRADE MARKS AND LOGOS OF THE ASSOCIATION**

20.1 The name, trade marks and logos of the Association shall be used by the Members in accordance with the provisions set out in the Trade Mark Regulations as may be amended or updated from time to time by the Association and notified to the Members.

### **21. SEAL**

21.1 The Association shall have its name engraved in legible characters on a seal which shall be kept in the custody of the Chief Executive and shall be used only under the authority of the Council which may determine who shall countersign any instrument to which the seal is affixed and unless otherwise so determined it shall be countersigned by any one of the Officers and the Chief Executive.

### **22. REGISTER OF MEMBERS**

22.1 The Association shall keep at its registered office a Register of Members and Officers in which the Chief Executive shall enter the following particulars:-

22.1.1 The name and address of each Member.

22.1.2 A statement of the share held by each Member and the amount paid therefore.

- 22.1.3 A statement of other property, if any, in the Association held by each Member whether in loans or otherwise.
- 22.1.4 The date on which each Member was entered in the Register as a Member and the date on which a Member ceased to be a Member.
- 22.1.5 The names and addresses of the Officers of the Association with the offices held by them respectively and the date on which they assumed and left office.
- 22.2 The Register of Members and Officers shall be so construed that it is possible to open to inspection the particulars entered pursuant to Rules 22.1.1, 22.1.4 and 22.1.5 Without also opening to inspection the other particulars entered in the Register.

## 23 **INSPECTION OF BOOKS**

- 23.1 All Members and persons having an interest in the funds of the Association shall be allowed to inspect their own accounts and the particulars entered in the Register of Members and Officers other than those entered under Rules 22.1.2 and 22.1.3 at all reasonable hours at the registered office of the Association subject to such regulations as to the time and manner of such inspection as may be made from time to time by a resolution passed at a General Meeting.

## 24 **ANNUAL RETURN**

- 24.1 Every year not later than the date provided by the Act or where the return is made up to the date allowed by the Registrar not later than three months after such date the Chief Executive shall send to the Registrar the annual return in the form prescribed by the Registrar relating to the affairs of the Association for the period required by the Act to be included in the return together with a copy of the Financial Statement of the Association with the Report of the Auditors thereon for the period included in the return and a copy of each balance sheet made during that period and the Report of the Auditors on that balance sheet.
- 24.2 A copy of the latest annual return shall be supplied free of charge on demand to every member or other person interested in the funds of the Association.

## 25 **PUBLICATION OF ACCOUNTS**

- 25.1 The Association shall keep a copy of the last balance sheet for the time being together with the Report made by the Auditors thereon always hung up in a conspicuous place at its registered office.

## 26 **REGISTRATION**

- 26.1 These Rules shall take effect on and from the date of their registration pursuant to and in accordance with the provisions of Section 2 of the Industrial and Provident Societies Act 1965.

## 27 **DISSOLUTION**

- 27.1 In the event of it becoming necessary for the Members to discontinue the activities of the Association and to dissolve the Association under the provisions of the Act, its funds and property shall be appropriated or divided amongst the Members in such manner as the Council consider to be fair and reasonable.

## VII. **GENERAL**

28 **CONTINUITY**

28.1 For the avoidance of doubt every Member of the Association who at the date these Rules take effect pursuant to Rule 26 holds office or position in any capacity in the Association shall continue to hold the same office or position following registration. Such Members shall have the same seniority, dates of appointment, dates of retirement and the like after registration as before registration, subject only to such changes as are necessary by virtue of these Rules.

29 **INDEMNITY**

29.1 Each Officer and employee from time to time of the Association and each person who was or is from time to time a Member of the Council or any Sub-Committee shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of any and all funds available to the Association, which may lawfully be so applied, against all costs, liens, charges, expenses and liabilities whatsoever incurred by such person in the execution and discharge of duties undertaken on behalf of the Association or in relation thereto, or incurred in good faith in the purported discharge of such duties, including any liability incurred in initiating, prosecuting or defending any proceedings, civil or criminal, which relate to anything done or omitted as an Officer or employee or as a Member of the Council or any Sub-Committee as the case may be.

30 **NOTICES**

30.1 Any notice or other communication or document sent by first class post to a Member, Officer or Member of the Council shall be treated as having been given twenty-four hours after the time when it was posted.

31 **ARBITRATION**

31.1 Every dispute of the type specified in Section 60 of the Industrial and Provident Societies Act 1965 or any amendment, modification or re-enactment thereof (not being one in respect of which the decision falls to be made in some other way under these Rules) shall be referred to the arbitration of a single arbitrator (pursuant to the Arbitration Act for the time being in force) to be appointed in default of agreement between the parties to the dispute by the solicitors generally acting for the Association at the appropriate time.

32 **INTERPRETATION**

32.1 Subject to the provisions of the Act any difference of opinion as to the interpretation of these Rules or on any matter not provided for therein shall be decided by the Chairperson of a General Meeting at such Meeting or by the Council in every other circumstance, and every such decision shall be recorded in the minutes and shall be accepted as the true meaning until thereafter otherwise interpreted on due notice at a subsequent General Meeting.

33. **SCHEDULE OF DEFINITIONS**

“the Act”	means the Industrial and Provident Societies Acts 1965-1978 and any subsequent Acts governing or otherwise affecting industrial and provident societies.
“Auditors”	means the auditors of the Association for the time being.
“Council”	means council members designated in Rule 13
“Financial Statement”	means a properly audited Balance Sheet together with a Statement of Accounts showing Income and Expenditure.
“General Meeting”	means a general meeting of Members.
“Chief Executive”	means the Chief Executive of the Association for the time

being.

“Member”	means a member of the Association.
“Officers”	means the officers designated in Rule 12.
“Registrar”	means the Chief Registrar and Assistant Registrars for England in the Central Office of the Registry of Friendly Societies.
“Regulation”	means a resolution, regulation or instruction made in accordance with Rule 4.12.
“Rules”	means the Rules of the Association for the time being registered with the Registrar.