

ESSA

Event Supplier and
Services Association

**CODE OF CONDUCT
ASSOCIATION GUARANTEE
ASSOCIATION RULES
2007**

Event Supplier and Services Association

ESSA House, Uplands Business Park, Blackhorse Lane, Walthamstow, E17 5QJ

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CODE OF CONDUCT

Compliance with this 'Code of Conduct' is a condition of Membership of the Event Supplier and Services Association (the "Association").

1. All members of the Association shall comply with the Rules and Code of Conduct of the Association.
2. The Association is listed under the Trade Union & Labour Relations Act 1974 as an Employers Association.
3. All Association Members undertake to conduct their business in an ethical and efficient manner, in full accordance with the standards of the British Exhibition Industry. In particular, members undertake not to commit any act, which is likely to bring the Association into disrepute.
4. The Association recommends to its members the use of the Association's conditions of contract, which are regularly up-dated to conform to legislation and changing conditions within the industry. Although members may wish to amend these conditions of contract to suit their own policy, the essence of the main conditions which protect the exhibitors' and clients' interests are to be included.
5. Contracts shall only be undertaken which are within the capacity, experience and financial capabilities of the member. The standard of workmanship must always be to the standard required by the contract, and members shall employ suitable craftsmen, capable of producing the required standard of workmanship. Members shall employ competent and qualified technicians, capable of producing the required standard of workmanship.
6. The placing of sub-contracting by member companies should, whenever possible, be restricted to placement with other members. Responsibility for all sub-contract work shall, in relation to the customer, remain with the main contracted company.
7. Members will carry adequate insurance for public liability and the Association will recommend minimum levels for the guidance of members.
8. Members will endeavour to assist any exhibitor who is left, or is likely to be left, without a completed stand, due to the failure of a member through insolvency or other cause under the ESSA Bond Scheme.
9. All members will comply fully to the ESSA Quality Service Charter overleaf.
10. As a minimum ESSA ask that all members adhere to the recommendations made in the latest version of the Red Book Health and Safety Guide or equivalent unless legal circumstances dictate otherwise. The opinions expressed in the Red Book Health and Safety Guide are those of the AEO, ESSA and EVA only and are offered as general guidance. In many circumstances, you will need to do more than this minimum and we would advise you to refer to the HSE guide books or seek independent advice.

QUALITY SERVICE CHARTER

ESSA Members are committed to providing a professional and efficient service to their clients, and by contracting a ESSA Member you are assured of the following:

1. All work or services will be carried out to an agreed specification and time-scale.
2. All work will be explained, costed and agreed.
3. All materials used will meet with the required Industry Standards.
4. Health & Safety, and environmental issues will have a high priority in every aspect of the project.
5. Member companies will only use workers who are experienced and competent to fulfil their role.
6. All enquiries will be dealt with efficiently and courteously.
7. Company insurance details will be available upon request.

These assurances, plus the cover of the Association Guarantee to customers of Bond ESSA Members, set them apart from other Contractors and Service Providers to the Exhibition Industry. The ESSA Quality Service Charter is a statement of the minimum level of service and commitment that you will receive from any ESSA Member.

ESSA GUARANTEE

TO COMPLETE WORK ABANDONED BY A BANKRUPT MEMBER

The Event Supplier and Services Association guarantees that if any Member Company's contractual undertaking cannot be completed by that Member by reasons of bankruptcy, the Association will undertake to provide contract completion, subject to the following provisions and limitations:

Definitions of Expressions used in this Guarantee

- 1.1 "bankruptcy" means in the case of an individual the committing of an act of bankruptcy or making of any composition or arrangement with his creditors, and, in the case of an incorporated company means having had a winding-up order made by the Court or (except for the purposes of reconstruction) the passing of an effective resolution for creditors or voluntary winding-up or the appointment of a Receiver for the management of the Company's affairs. Such bankruptcy to occur within the time limit of seven days prior to and during the build-up dates of an exhibition and resulting in the non-completion of a contract.

The Contract should be in writing by Member holding ESSA Certificate

- 1.2 "contract" means a contract which is in writing or is in the opinion of the Council of Management sufficiently evidenced by writing and for which the tender of such Member was accompanied by a valid certificate of the Association purporting to be issued for the purpose of this guarantee in respect of that Member. Said contract to be in accordance with the recommended Terms of Contract of the Event Supplier and Services Association.
- 1.3 "contract sum" means the sum, sums or price payable by reference to the contract for its performance without variations or additions thereto (except those agreed in writing as to work time and price before the determination or frustration) and without deductions in respect of damages liquidated or otherwise.
- 1.4 "customer" in relation to any contract means the party with whom the Association Member is directly in contract.
- 1.5 "original tender price" means the price submitted by the bankrupt Member, which shall in the opinion of the Council of Management be at a realistic market price.
- 1.6 "guarantee period" means the build-up period of an exhibition and seven days prior to the commencement of such build-up period.

This guarantee shall be subject to the following over-riding limitations and restrictions:

Territorial Limits

- 2.1 Cover is restricted to contracts within Great Britain, Northern Ireland and Channel Islands

Member's tender to have been accepted within 60 days

- 2.2 It shall not apply where an order has been placed and accepted so that a contract takes effect more than 60 days after the date of the relevant tender submitted by the bankrupt Member.

Bankruptcy must not have been caused by client

- 2.3 This guarantee shall not apply where the Member's bankruptcy is in the opinion of the Council of Management wholly or partly caused by the customer withholding payment of monies certified or otherwise due for payment under the contract to the Member for work done or materials delivered to site, nor where the customer is indemnified under another contract of insurance (however described) and if the contract is not in accordance with clause 1.2.

Limit of Guarantee

- 2.4 The guarantee shall only apply to bankruptcy occurring in the guarantee period resulting in the non-completion of a contract. The limitation of guarantee shall be an aggregate figure of £300,000 per the Policy year, and shall be subject to compliance with clauses 1.5, 2.2 and 2.3 to £60,000 per individual Member Company subject to a limitation per contract equal to 100% of the contract price up to a maximum contract price of £30,000. If claims exceed the limits of the guarantee then they will be settled on a pro-rata basis.

Claim to be made in writing and all necessary details supplied

- 2.5 Any claim under this guarantee shall be made in writing addressed to the Director of the Association who shall thereupon be entitled to require to be furnished with all reasonable information concerning the contract in question as a condition precedent to the Association's liability, and as required by the Council of Management.

New contractor to be appointed by ESSA

- 2.6 The Association reserve the right to nominate the new contractor to complete the contract in place of the bankrupt Member.
- 2.7 In consideration of this guarantee the customer will automatically and legally assign to the Association any right or benefit arising out of the customer's contract with the bankrupt Member, in so far as that right or benefit relates to the withdrawal of the bankrupt Member from the Contract.

Definition of Member covered by Bond

- 2.8 A Full Member of the Event Supplier and Services Association, in possession of a dated certificate issued by the Association.

Association's Liability

- 2.9 The Association's guarantee is underwritten by an authorised United Kingdom Insurance Company.
- The Association's liability shall not exceed the amount it is entitled to recover under the guarantee bond it has arranged.

This bond may be inspected at:-

Event Supplier and Services Association

**ESSA House
Uplands Business Park
Blackhorse Lane
Walthamstow
London E17 5QJ**

THE RULES

1. INTERPRETATION

IN THESE RULES THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS IF NOT INCONSISTENT WITH THE SUBJECT OR CONTEXT, NAMELY:-

- 1.1 "The Association" means the Event Supplier and Services Association.
- 1.2 "The Council" means the executive council referred to in Rule 10.1.
- 1.3 An "Extraordinary General Meeting" is a meeting of the members of the Association convened in accordance with Clause 8.2.
- 1.4 "An Extraordinary Resolution" means a resolution passed at an Extraordinary General Meeting.
- 1.5 "The United Kingdom" means Great Britain and Northern Ireland.
- 1.6 "Month" means calendar month.
- 1.7 "Ballot" means a count of votes in writing, either by post or at a meeting, with a prescribed number of votes per member being eligible per Rule 9.5.
- 1.8 Any words importing the singular number shall include the plural number and vice versa.
- 1.9 Words importing the masculine gender shall include feminine gender.
- 1.10 Words importing persons shall include corporations.
- 1.11 The expression "Director" shall include the Secretary, Assistant or Deputy Secretary of the Association, or any person appointed by the Council to perform any of the duties of the Director of the Association.
- 1.12 A "Member" is as defined in Rule 5.1. "Member" means a member of the Association, and "Membership" refers to membership of the Association.
- 1.13 "The Trade" means the exhibition contracting industry in the United Kingdom, including activities ancillary thereto.
- 1.14 The "Directorate" means members of the Association's administrative staff.
- 1.15 "Associated Employer" means an Employer treated as associated with another within the meaning of Section 153(4) of the Employment Protection (Consolidation) Act 1978.
- 1.16 "Contractor" means a company that employs labour to construct, work upon or otherwise contribute towards the Trade. This does not include labour used for drawing or design services.

2. GENERAL

- 2.1 The name of the Association, which is an employers' association for the purposes of the Trade Union and Labour Relations (Consolidation) Act 1992, shall be the Event Supplier and Services Association.
- 2.2 The head office of the Association is at ESSA House, Uplands Business Park, Blackhorse Lane, Walthamstow, London E17 5QJ.
- 2.3 The property of the Association shall be held as directed by the Council. The funds of the Association not required for immediate use may be invested in such manner, as the Council shall direct.

3. OBJECTS OF THE ASSOCIATION

- 3.1 To regulate the relations between employers and employees engaged in the Trade.
- 3.2 To protect and promote the interests of all those engaged in the Trade.
- 3.3 To enter into agreements and negotiations on behalf of the Trade with any government department, trade union, public body or individual for the furtherance of the interests of the Trade.
- 3.4 To provide means for settling any dispute that may arise between members of the Association or other persons engaged in the Trade, including disputes with employees.
- 3.5 To promote the interests of the Trade by publicity, propaganda or otherwise.
- 3.6 To promote, obtain, alter, oppose or support any Directive, Regulation, Act of Parliament, Bill, Charter, Licence, Government, municipal or local regulation, order, bye-law or resolution which may appear desirable for any purpose conducive to the objects of the Association.
- 3.7 To secure mutual support, co-operation and legal advice and representation in dealing with any demands, or charges, made by or upon any individual, firm, company, group or organised body.
- 3.8 To protect members individually and/or collectively against strikes or disputes with employees or against losses incurred by acting in conformity with the decisions or recommendations of the Association.
- 3.9 *To inform members of regularised methods of procedure in regard to: -*
- ii. the negotiation and conclusion of agreements relating to wages, hours and other conditions of employment;
 - iii. the adjustment of any differences arising out of the operation of such agreements;
 - iv. the prevention of cessation's of work pending such adjustment; and
 - v. the adjustment of differences involving demarcation of work.
- 3.10 To do all such other things as are ancillary or conducive to the attainment of the aforementioned objects or any of them.

4. RULE CHANGES

4.1 These rules may be altered, supplemented or repealed (referred to in this rule as a "variation") by resolution passed by a majority of any General Meeting of the Association duly called and convened of which due notice specifying such proposed variation shall have been given. Any variation so resolved shall be notified to the members in accordance with Rule 14 and shall take effect within fourteen days after the date of despatch unless within that time a requisition in writing is made by not less than one fourth of the members of the Association requiring that it be submitted to a postal ballot.

If any such requisition is made the Director shall send to every Member at its registered address, a voting paper requiring him to vote for or against the variation notified within a time not less than 14 days from the date of despatch of the voting papers. If as a result of any postal ballot so requisitioned there shall be a majority of votes against the variation resolved upon at the General Meeting, the variation shall have no effect.

5. MEMBERSHIP

5.1 There shall be one class of Member: All members will be full members. Former AEC members will be allowed to step back into BECA (ESSA) Membership on a date to be agreed (1st January 2008) without the joining process currently in place. Changes to the Membership Structure will be permitted to allow for new membership status.

5.2 The Members shall be those persons as are considered desirable for election by the Association. Every application for Membership shall be made to the Association in writing on the form prescribed for such purpose and shall be signed by the applicant. The application for Membership shall contain an undertaking by the applicant, if elected and at all times whilst a Member, to observe and comply with the Rules and Code of Conduct of the Association for the time being in force, together with the ESSA Quality Service Charter, to operate in a responsible manner with business standards and ethics appropriate to Membership.

APPLICATION FOR MEMBERSHIP MUST INCLUDE:

- i. membership fee;
- ii. the prospective members' audited balance sheets and profit and loss account for the two previous years' trading (or one year if only in business for such period);
- iii. a copy of their current insurance documents for independent review and assessment;
- iv. recommendation by two persons, firms or corporations not associated employers of the applicant, one of which must be a Full Member of the Association, or a current Council Member on the ESSA Council of Management. In addition in some circumstances an ESSA Director may provide a reference based upon their observations during a site visit to the company and their knowledge of company personnel and previous work.

No application for membership will be considered from a person, firm or corporation, which has not traded and does not have a proven track record of at least twelve months prior to the date of application.

In no circumstances will a recommendation be accepted from a company where one or more directors of the company are also a director of the applicant.

Notice of application for membership will be given to all Members at least 14 days prior to the application being considered by the Association. Any Full Member may object to the admission of a Member by lodging such objection in writing with the Association within 14 days of the service of such notice.

The Association may accept or reject such objections in its absolute discretion and may, if it so decides, refuse to elect an applicant for membership of the Association and shall not be bound to give any reason or explanation for such refusal.

The Association shall refuse an application for Membership made by or on behalf of any person, firm or corporation of which the principal partners or directors or any of them have been engaged, concerned or interested in any business or undertaking which has in the 3 years prior to the date of application become insolvent.

The Association may refuse to elect an applicant for Membership of whom they do not approve and they shall not be bound to give any reason or explanation for such refusal.

MEMBERSHIP WILL COMMENCE WHEN: -

- I. The Association has approved the application for Membership; and
- II. The annual subscription for has been paid. In the first year of Membership, the initial 12 months subscription will be payable and thereafter a proportionate sum until the end of the current subscription year.
- III. All members will be offered various ways to pay the annual subscription fee:
 - In full
 - Six months upon acceptance together with 2 post dated cheques dated three and six months from date of joining.
 - Six consecutive monthly instalments by standing order.

5.3 A company who carries out manufacture and installation of event structures and under any contractual agreements be deemed to be considered the 'main contractor' on any such project may be eligible for the bond.

5.4 A company who provides services and would under any contractual agreements be deemed to be considered a 'sub-contractor' or 'supplier' on any such projects will not be eligible for the bond.

5.5 All Members will be asked to submit annually at their renewal, a copy of their current insurance documentation. Those applying for Membership will be asked to submit their current insurance documentation as part of the membership process.

6. SUBSCRIPTIONS

6.1 Every Member shall pay to the Association upon joining a non refundable annual subscription as the Council may determine. In the first year of Membership, the initial 12 months subscription will be payable and thereafter a proportionate sum until the end of the current subscription year. At the following renewal period Members with one-year service will be offered payment options as determined by the Council. The

Council shall be empowered to fix different rates of subscription fee and shall report these to the Annual General Meeting for the following year.

The Council shall be empowered to increase subscription rates during any year by up to 10% beyond the figure determined at the Annual General Meeting without further reference to the Membership.

- 6.2 A Member, having more than one works premises or carrying out more than one activity in the Trade through more than one subsidiary company or business, may elect to pay only one subscription annually.

In those instances where a member has taken advantage of the foregoing rule, then only one company will be listed as a member of the Association.

- 6.3 The Council may determine on what date in each year subscriptions due from Members are to be paid but until otherwise determined by the Council all subscriptions from Members shall be due and payable on the first day of January each year.

7. CESSATION OF MEMBERSHIP

7.1 A MEMBER SHALL CEASE TO BE A MEMBER OF THE ASSOCIATION:-

- (a) At the expiration of three months after it has given notice in writing to the Director of its desire to resign from Membership.
- (b) If removed from Membership by a Resolution of the Association passed at an Extraordinary General Meeting or Annual General Meeting convened in accordance with the provisions of Rule 8
- (c) If an individual Member becomes bankrupt or suspends payment of his debts or makes an assignment in favour of his creditors.
- (d) If a Member being a corporation is placed in administration, receivership, liquidation (except for purposes of reconstruction or amalgamation).
- (e) If an individual Member dies or becomes of unsound mind.
- (f) If the Council determines that the Member no longer holds the qualifications required for Membership
- (g) If a Member shall forfeit his Membership under the provisions of Rule 7.2.
- (h) If a Member is three months or more in arrears with payment of the annual subscription as per Rule 7.3.

- 7.2 The Council may, by a resolution passed by a two-thirds majority of those Council members who are present and who are entitled to vote direct that a Member be suspended from membership of the Association for any period of time which does not exceed twelve months or direct that a Member be removed from Membership of the Association on the following grounds:-

- (a) If the Member shall be found by the Council to have committed a breach or infringed the provisions of any of these Rules; or
- (b) If in the opinion of the Council a course of action by the Member is or has been detrimental to the objects of the Association or has brought or is likely to bring the Association into disrepute, and the Member has continued such course of action after being notified that in the opinion of Council it is detrimental or disreputable as mentioned.

In those instances where a complaint is made to the Council under sub-paragraphs (a) and (b) above, the Member concerned will be notified of the nature of the complaint and afforded the opportunity of explaining to Council why they should not remove the Member from Membership of the Association or suspend the Member from Membership

7.3 FORFEIT OF MEMBERSHIP

Any Member who is three months in arrears with payment of the annual subscription shall automatically forfeit Membership and shall not be reinstated until all overdue monies have been paid.

REINSTATEMENT WILL BE AT THE DISCRETION OF THE COUNCIL.

7.4 SUSPENDED MEMBERSHIP

Reinstatement will be automatic at the expiration of the suspension period. All fees will apply.

7.5 Upon cessation of Membership for any reason whatsoever, such former Member or his estate shall remain liable to pay any subscription or other monies owing at the date upon which he ceased to be a Member in respect of the then current financial year of the Association, and shall not be entitled to claim the return of any monies paid to the Association before the date upon which he ceased to be a Member by way of subscription or otherwise in respect of former Membership.

7.6 NON-COMPLIANCE TO ESSA QUALITY SERVICE CHARTER

Written complaints received in connection with members non-compliance to the Quality Service Charter will initially be investigated by the secretariat.

The member will be requested to provide a written response regarding the complaint received. If it is found that the member is in breach of the Quality Service Charter, the complaint will be brought before the Council of Management. If Council are of the opinion that a breach has occurred the following will apply:

- a. the member will initially be asked to comply,
- b. if they refuse or are unable to do so, the following procedure will occur:
 - i. Members will have their membership status suspended for a period of six months
 - ii. At the end of the six month period their ongoing compliance will be reassessed. Upon satisfactory review the company will be reinstated. Unsatisfactory reassessment will result in withdrawal of membership.
- c) any penalty imposed by breach of the Service Quality Charter will not result in any refund of annual subscription fee.

8. GENERAL MEETINGS

8.1 The Association shall hold an Annual General Meeting in every calendar year at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that each Annual General Meeting shall be held not more than fifteen months after the holding of the previous one.

Attendance at the reception and lunch following the Annual General Meeting shall be restricted to directors, principals, partners and senior executives of Members and

their invited guests, the Directorate and guests invited by the Directorate.

- 8.2 Extraordinary General Meetings shall be convened (a) on the requisition in writing of the Council or (b) on the requisition in writing of not less than one-fifth of Members.
- 8.3 Any requisition for the purposes of Rule 8.2 must specify the object of the meeting required, with the resolution or resolutions to be put before such meeting and must be signed on behalf of the Council or by the Members making the requisition, as the case may be, and lodged with the Director of the Association. The meeting must be convened for the purpose specified in the requisition and if convened otherwise than by the Council for those purposes only.
- 8.4 In default of such meeting being called within twenty-one days from the date of the requisition being so lodged as aforesaid, the requisitionists may themselves convene the meeting.
- 8.5 In the case of an Annual General Meeting a minimum of 14 days' notice shall be given to Members and in the case of an Extraordinary General Meeting a minimum of 7 days' notice. The period of notice shall exclude the day on which the notice is served or deemed to be served, but inclusive of the day for which the notice applies.
- 8.6 The notice shall specify the place, date and hour of the meeting and in the case of an Extraordinary Resolution, the nature of the business and the text of any resolution to be proposed.
- 8.7 Accidental omission to give notice to, or non-receipt of notice by, any Member shall not invalidate the proceedings at any Annual General Meeting or Extraordinary General Meeting.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1 QUORUM

Seven Members represented at a General Meeting shall be a quorum. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business.

9.2 ADJOURNMENT

If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or at such other place as the Chairman shall appoint.

If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

- 9.3 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time and from place to place; no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at any adjourned meeting.

9.4 **CHAIRMAN**

The President of the Council shall preside as Chairman at every General Meeting, but if there be no such President, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, then in order of preference the Vice President shall preside, otherwise the immediate past President shall preside, failing which Members present shall choose some other Member of the Council or they shall choose some other director, principal or partner of a Full Member who shall be present to preside.

The provisions of this Rule shall be read subject to any direction given by the Council pursuant to Rule 15.1 that the Director and Chief Executive Officer shall preside at any General Meeting.

9.5 **VOTE OF MEMBERS**

Subject as hereinafter provided, every Member present in person or by proxy, shall have one vote on a show of hands. On a ballot, whether postal or at a Meeting, all members have one vote.

9.6 **ENTITLEMENT**

Save as herein expressly provided, no person other than a Member duly registered, who shall not be in default for a period in excess of three months in the payment of subscription or other sum (if any) which shall be due and payable to the Association in respect of his Membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

9.7 **PROXY VOTING**

Votes may be given either personally or by proxy. The Instrument appointing a proxy shall be under the hand of the appointee or his attorney duly authorised in writing and if such appointee is a corporation, under the hand of some officer duly authorised in that behalf. The Instrument appointing a proxy shall be in any usual or common form approved by the Council and shall be deposited at the head office of the Association at least 48 hours prior to the meeting at which the same is to be used. A proxy must be a Member of the Association.

9.8 **VOTING ON RESOLUTIONS**

At any General Meeting, a resolution put to the vote shall be decided upon by a show of hands, with the exception of a resolution brought under Rule 7.1(b), unless a ballot is, before or upon declaration of the result of the show of hands, demanded by the chairman or any Member present in person, or by proxy. A resolution brought under Rule 7.1(b) shall be decided upon by a ballot only.

9.9 **DECLARATION OF A RESULT**

Unless a ballot be required, a declaration by the chairman of the General Meeting as to the result of the resolution and an entry to that effect in the minute book of the Association shall be conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of, or against, that resolution.

On a ballot the number of votes recorded for and against the resolution as well as the result shall be declared and recorded in the minute book of the Association.

Whether voting is by show of hands or by ballot, the resolution will be determined by a simple majority decision.

- 9.10 When electing Council Members, Members may vote for one or more candidates to a maximum of the number of seats available.
- 9.11 Subject to the provision of Rule 9.11, if a ballot is demanded in the manner aforesaid it shall be taken at such time and place and in such a manner as the chairman of the meeting shall direct and the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
- 9.12 No ballot shall be demanded on the election of a chairman of a meeting or on any question of adjournment.
- 9.13 In the case of any equality of votes, whether on a show of hands or on a ballot, the chairman of the meeting shall be entitled to a second or casting vote.
- 9.14 The demand of a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the ballot has been demanded.

10. THE EXECUTIVE COUNCIL

- 10.1 The general management and control of the business and affairs of the Association shall be vested in an executive council, which shall be elected as hereinafter provided. The Council may exercise all the powers, authorities and discretion's of the Association subject to such lawful directions as may be given by the members of the Association from time to time at an Annual or Extraordinary General Meeting of the Association, provided always that no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made. The Council may act by any committee appointed by the Council, in accordance with Rule 12.5.

10.2 COUNCIL MEMBERSHIP

Unless otherwise determined by a General Meeting of the Association, the members of the Council shall be not less than seven or more than twelve Members in number, plus the Immediate Past President if forced to retire under Rule 10.6. Every endeavour is to be made to ensure equitable representation of all members' interests.

10.3 ELIGIBILITY

A member of the Council must be a Member or a director, principal, partner or senior executive of a Member

Not more than one director, principal partner or senior executive or a Member shall serve simultaneously as a member of the Council.

10.4 ELECTION FOR COUNCIL

Members of the Council may be proposed for election at any General Meeting to fill any vacant places caused by resignations or retirement in accordance with Rule 10.6 or to bring the number of Council members up to the maximum number in force from time to time for purposes of Rule 10.2 and to confirm as members any Council members co-opted in accordance with Rule 10.8.

Inclusion of non-elected Members will be permitted onto Council by deferring the allocation of seats to those already members of the BECA Council & AEC Board for 2007 only.

Election of Council will be suspended for 2007 and 2008, or 24 months from the commencement of the merger.

10.5 PROPOSAL FOR COUNCIL MEMBERSHIP

Any proposal for election to Council shall be made in writing by any Member (except a person, firm or corporation by whom the nominee is employed as a director, principal, partner or senior executive, or any associated employer thereof) duly qualified to be present and vote at the General Meeting at which such proposition is considered, and shall be signed by the person to be proposed, indicating his willingness to be elected. The proposal shall be delivered to the Director not less than four working days before the date fixed for the General Meeting at which the election is to be proposed.

Members of the Council retiring by rotation and offering themselves for re-election and co-opted Council members whose appointment is required to be confirmed, and any proposal made by the Council, do not require to be proposed in writing.

10.6 RETIREMENT BY ROTATION

(a) At the Annual General Meeting of the Association, one-third of the members of the Council for the time being, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office.

The members of the Council to retire shall be those who have served a term of office equal to three years, or have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from amongst them by lot.

(b) In any event, consecutive membership of Council will be limited to a period of three terms that must be followed by a period of three year's absence before re-submission for election.

10.7 RE-ELECTION

The Association may, at the meeting at which a member of the Council retires, fill up the vacated office by electing a person thereto, unless the retiring member offers himself for re-election, subject to Rule 10.6(b), in which case he shall be deemed to have been re-elected, unless at such meeting it is resolved not to fill such a vacated office.

10.8 CO-OPTED MEMBERS

The Council may at any time, appoint any person eligible for the purposes of Rule 10.3, as a member of the Council, either to fill a casual vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next General Meeting, and he shall then be eligible for re-election provided he is nominated.

10.9 DISQUALIFICATION

The appointment of a member of the Council shall be vacated:-

(a) if he becomes bankrupt or he makes any arrangement or composition with his creditors, or the Full Member of which he is director, principal, partner or senior executive is put into administration, receivership or liquidation; or

- (b) if he becomes of unsound mind; or
- (c) if he fails to attend meetings of the Council on three successive occasions unless prevented by illness or accident or other cause which may seem to the Council to be sufficient; or
- (d) if by notice in writing to the Association he resigns his appointment; or
- (e) if he is removed from the appointment by a resolution duly passed pursuant to Rule 10.10; or
- (f) if he is requested in writing by all the other members of Council to resign his office; or
- (g) if he ceases to be qualified under Rule 10.3; or
- (h) if he ceases to be qualified under Rule 10.6(b).

10.10 **REMOVAL**

The Association in General Meeting may by resolution remove any member of the Council before the expiration of his period of office and may by a resolution appoint another eligible person in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed

11. THE PRESIDENT AND VICE PRESIDENT OF THE COUNCIL

11.1 **ELECTION**

The members of the Council shall elect one of their numbers to the office of President of the Council and one of their numbers to the office of Vice President of the Council.

The selection of the President shall take place at the last meeting of the Council prior to the Annual General Meeting. At the Annual General Meeting the membership should be asked to formally accept the new President.

The selection of the Vice President shall take place at the first meeting of the Council after the Annual General Meeting.

If the office of President or Vice President is vacated arising from the application of Rule 10, then the election of a replacement will take place at the first available opportunity.

11.2 **PERIOD OF OFFICE**

The President and Vice President shall hold office for a period of two years, or such lesser or greater period as determined by Council (subject to the provisions of Rule 10.9).

For 12 months after commencement of the merger the BECA President shall be the ESSA President, for the following 12 months the AEC Chairman shall be the ESSA President. Following this the above process resumes.

12. PROCEEDINGS OF THE COUNCIL

The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

12.1 **QUORUM**

The Council shall determine the quorum necessary for the transaction of business. Unless otherwise determined, five shall be a quorum.

12.2 **VOTES**

Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote. Council members shall have one vote each whether it be by show of hands or by ballot.

12.3 On the request of two or more members of the Council the Director shall at any time summon a meeting of the Council by notice served upon the members of the Council. A member of the Council who is absent from the United Kingdom shall only be entitled to a notice of the meeting at his United Kingdom address.

12.4 A meeting of the Council properly summoned at which a quorum is present, shall be competent to exercise all the authorities, powers and discretion's by or under the regulations of the Association for the time being vested in the Council generally.

12.5 **COMMITTEES**

The Council may delegate any of their powers to committees consisting of such members or other persons as they think fit, and any committee so formed, shall in the execution of the powers so delegated, conform to any regulations imposed on it by the Council.

The meetings and proceedings of any such committee shall be governed by the provisions of the rules for the time being in force for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council as aforesaid.

12.6 All acts bona fide by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of member or person acting as aforesaid, or that he was disqualified, be as valid as if every person had been duly qualified to be a member of the Council.

12.7 **MINUTES**

The Council shall cause proper minutes to be made of all appointments made by the Council and of the proceedings of all meetings of the Association and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meetings, if purporting to be signed by the chairman of such meetings or by the chairman of the next succeeding meeting, shall be sufficient evidence thereof without any further proof of the facts therein stated.

12.8 **RESOLUTION**

A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are duly entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effective as if it had been passed at a meeting of the Council (in the case of a resolution signed by all members of the Council), or of such committee (if signed by members of the Committee) duly convened and constituted

12.9 **CHAIRMAN**

The President for the time being shall act as chairman of the meetings of the Council of the Association, and in his absence, the Vice President or in their absence, the immediate past President, or in his absence, any other such member of the Council as the Council may elect.

13. ACCOUNTS

13.1 The Council shall cause proper books of account to be kept with respect to:-

- a) All sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place;
- (b) All sales and purchases of goods by the Association; and
- (c) The assets and liabilities of the Association.

Such books of accounts shall be those, which are necessary to give a true and fair view of the state of the affairs of the Association and to explain its transactions.

13.2 The books of accounts shall be kept at the head office of the Association or at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.

13.3 The Association in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection of the accounts and books of the Association or any of them by Members, and subject to such conditions and regulations the accounts and books and names of the Members shall be open to the inspection of Members at all reasonable times during business hours.

13.4 At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account made up to 31st December, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the auditors and copies of such account, balance sheet and reports shall not less than fourteen clear days before the date of the meeting be sent to the auditors and to all other persons entitled to receive notices of General Meetings as per Rule 8.5.

The auditor's report shall be open to inspection and be read to the meeting.

13.5 **AUDIT**

Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors. Auditors shall be appointed and may be removed by resolution of a majority of members present at a General Meeting.

14. SERVING NOTICES

14.1 A notice may be served by the Association upon any Member, either personally, by e-mail or by sending through the post in a prepaid letter, addressed to such Member at his address in the United Kingdom, as appearing in the register of Members.

14.2 **ADDRESSES**

Any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give the Association an address within the United Kingdom, at which notices may be served upon him, shall be entitled to have notices served upon him at such address.

14.3 Any notice served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as first class, prepaid letter.

15. OFFICERS OF THE ASSOCIATION

15.1 **DIRECTOR AND CHIEF EXECUTIVE OFFICER**

The Council may appoint a Director and Chief Executive Officer for such time and at such remuneration and upon such condition as it may think fit, and any Director and Chief Executive Officer so appointed may be removed by the Council. The Director and Chief Executive Officer shall not be a person connected as principal, partner, director or employee in any business eligible for Full Membership.

The Council may entrust to and confer upon the Director and Chief Executive Officer any of the powers exercisable by the Council, subject to such conditions and such restrictions as the Council may think fit, and the Council may from time to time, revoke, withdraw, alter or vary all or any of such powers.

In particular the Council may direct that the Director and Chief Executive Officer shall preside at any meeting or meetings of the Council or of any committee of the Council or at any General Meeting of the Association and the provisions of Rule 9.4 shall be subject to any such direction. The Director and the Chief Executive Officer may be the same person as the Secretary. The duties of the Director shall include the submission to the Certification Officer of all documents required to be submitted to him.

15.2 **SECRETARY**

The Council may appoint a Secretary, who shall not be a person connected as principal, partner, director or employee in any business eligible for Membership, and shall be appointed by the Council for such time at such remuneration and upon such conditions it may think fit. The Secretary so appointed may be removed by the Council.

The Council may from time to time by resolution appoint (and may remove) an assistant or a deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

15.3 **TREASURER**

The Council may from time to time by resolution appoint a member of the Council to be Honorary Treasurer of the Association and determine the period during which such Honorary Treasurer is to hold office.

16. INDEMNITY AND RESPONSIBILITY

- 16.1 The members of the Council and the members of committees appointed by the Council, for the time being of the Association, shall be indemnified by the Association out of its funds against all actions, costs, charges, losses, damages and expenses which they shall or may incur or sustain by, or by reason of any act done, concurred in or omitted in or about the execution of their duty in their respective offices or arising out of their acts, neglects or defaults, provided that no person shall be exempted from or entitled to be indemnified by the Association against liability incurred by reason of his fraud, dishonesty or other deliberate misconduct.
- 16.2 Subject to the provisions of any statute no member of the Council or officer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member of the Council or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Association through the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any persons with whom any monies, securities or effects shall be deposited or for any loss or damage occasioned by any error of judgement or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own fraud, dishonesty or other deliberate misconduct.

17. DISSOLUTION

- 17.1 The Association shall continue until dissolved by a resolution of the Council at a meeting specially called for that purpose on not less than 30 days' notice, and which resolution is confirmed by an Extraordinary Resolution passed at a General Meeting of the Association specially convened for that purpose
- 17.2 If upon the dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same may:-
- (a) be distributed among the Members in proportion to the amounts contributed by them by way of subscription in the year in which the resolution of the Council referred to in 17.1 is passed; or
 - (b) be transferred to some other institution or institutions having objects similar to the objects of the Association; or
 - (c) be devoted to the furtherance of the objects of the Association or to research or to education; or
 - (d) to some charitable object or objects.

In such proportion and in such manner as the Council may determine, and the Association shall approve in the General Meeting referred to in Rule 17.1 or such other General Meeting as may be convened in accordance with these Rules for the purpose.

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