

Company number 03403977

SPECIAL RESOLUTION

OF

The Association of Interior Specialists Limited (Company)

Passed on 23 April 2014

At a general meeting of the Company duly convened and held ON WEDNESDAY 23 APRIL 2014 AT 12 30PM AT THE SAINT-GOBAIN INNOVATION CENTRE, 95 GREAT PORTLAND STREET, LONDON W1W 7NY the following resolution was duly passed as a special resolution

SPECIAL RESOLUTION

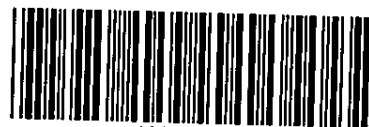
That the articles produced be adopted as the new articles of association for the Company

Signed



Jane Cook, Company secretary

TUESDAY



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04/11/2014

#236

COMPANIES HOUSE

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
ASSOCIATION OF INTERIOR SPECIALISTS LIMITED (THE "COMPANY")
(ADOPTED BY SPECIAL RESOLUTION PASSED ON 23rd April 2014)

Part 1 INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1.1 In the articles, unless the context requires otherwise

Articles means the company's articles of association,

Bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

Chairman has the meaning given in article 17,

Chairman of the meeting has the meaning given in article 17,

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

Director means a director of the company, and includes any person occupying the position of director, by whatever name called,

Document includes, unless otherwise specified, any document sent or supplied in electronic form,

Electronic form has the meaning given in section 1168 of the Companies Act 2006,

Fee Scale the scale of initial and annual fees for each category of member set from time to time by resolution of the directors

FPDC The Federation of Plastering and Drywall Contractors (Company Number 05997972) whose registered office is at 4th Floor, 61 Cheapside, London EC2V 6AX

Industry The fit out and finishes industry

Immediate Past President the person who was the president immediately before the current President for the time being of the Company elected in accordance with these articles

Member has the meaning given in section 112 of the Companies Act 2006 and shall include both Contractor Members and Supplier Members as set out and defined in article 28, and any other class of members who have the right to vote in general meetings of the Company

Ordinary resolution has the meaning given in section 282 of the Companies Act 2006,

Participate in relation to a directors' meeting, has the meaning given in article 15,

President the president for the time being of the Company appointed in accordance with these articles

Proxy notice has the meaning given in article 38,

Special resolution has the meaning given in section 283 of the Companies Act 2006,

Subsidiary has the meaning given in section 1159 of the Companies Act 2006, and

Vice President the vice president for the time being of the Company elected in accordance with these articles

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company

2 OBJECTS

The objects for which the Company is established are

- 2 1 to develop the Industry and to encourage the promotion and expansion of the Industry,
- 2 2 to publicise the Industry to all interested parties and to make known the general and specific business of the Industry, to arrange, help to arrange and to attend conferences, exhibitions, trade shows and other functions and to raise funds and distribute the same, save that, for the avoidance of doubt, nothing in this article 2 2 or elsewhere in the articles is intended, nor shall it be interpreted, as permitting or enabling the collection and/or dissemination by or on behalf of the Company of any such information (including in particular commercially sensitive and/or confidential information such as party-specific pricing, distribution or marketing data, either actual or intended, or industry pricing policies) whose exchange would have or would be likely to have an adverse effect on competition,
- 2 3 to collect and disseminate information relating to the Industry including promoting consideration and discussion of all matters affecting the Industry,
- 2 4 on behalf of the Industry to negotiate with and make representations to any body, governmental or otherwise, in relation to proposed or existing legislation or any other matter

whatsoever affecting the interest of the Industry and to negotiate or enter into arrangements with any governments, government departments, county, municipal, local or other authorities with a view to obtaining contracts, concessions, licences agreements or other rights conducive to the attainment of the Company's objects or furtherance of its interests,

- 2 5 to promote activities including training, research and development and experimental work including working with third parties which will increase the effectiveness of the Industry,
- 2 6 to promote the acceptance and use of codes of practice for the Industry covering conduct, practice, materials and specifications and standards of work and to encourage a high standard of service from its members,
- 2 7 to act as consultants, to offer grants and prizes, maintain libraries, exhibitions and other collections and interests to the Industry,
- 2 8 to investigate, report on and take action appropriate to the circumstances, including expulsion from the Company, on complaints made to the Company relating to any member of the Company and to provide arbitration and alternative dispute resolution facilities,
- 2 9 to establish and maintain pension or superannuation funds and to grant pensions to employees and ex-employees and directors and ex-directors or other officers or ex-officers of the Company, their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object,
- 2 10 to pay or contract to pay all or any of the costs and expenses incurred in the promotion, formation and incorporation of the Company including the preparation of such preliminary agreements as may have been required and commissions in respect of underwriting, selling, placing or otherwise insuring the sale and disposal of any shares, debentures or other securities of the Company,
- 2 11 the Company shall not support with its funds any object or endeavour to impose on or require its members any regulation restriction or condition which if an object of the Company would make it a Trade Union
- 2 12 All of the foregoing objects shall be read and construed as separate and distinct objects and the generality of any such objects shall not be abridged or cut down by any reference to any other object of the Company

3 POWERS

In pursuance of the object set out in article 2, the Company has the power to

- 3 1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,

- 3 2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets,
- 3 3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,
- 3 4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,
- 3 5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,
- 3 6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way,
- 3 7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same,
- 3 8 enter into contracts to provide services to or on behalf of other bodies,
- 3 9 provide and assist in the provision of money, materials or other help,
- 3 9 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 10 incorporate or acquire subsidiary companies to carry on any trade,
- 3 11 to charge subscriptions and fees to members and to receive remuneration or other consideration from any other company, body or person for the supply of information and services whether being a specific or general charge for that information or service,
- 3 12 to carry on any other business similar to or complementary to the foregoing business or which in the opinion of the board of directors of the Company can be conveniently carried on in conjunction with or subsidiary to any other business of the Company and to do all such other acts or things as are incidental to or conducive to the attainment of the objects of the Company,

- 3 13 to erect, construct, alter and maintain buildings erections and works of all kinds whether on the property of the Company or not,
- 3 14 to take out apply for and acquire by original grant or transfer or assignment or otherwise and to maintain letters, patent, brevets d'invention, licences concessions, secret processes and inventions copyright, design right, trade names or other intellectual property and to use and exercise the same or to sell assign and develop the same or to grant licences in respect thereof or otherwise turn the same to the advantage of the company,
- 3 15 to enter into partnership or joint venture agreements with or to make any agreement or arrangement with any other company firm or person carrying on business similar to or complementary to the business of the Company or any part thereof or to amalgamate with any such company firm or person, and
- 3 16 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2

4 LIABILITY OF MEMBERS

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the company in the event of its being wound up while he is a Member or within one year after he ceases to be a member, for

- 4 1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- 4 2 payment of the costs, charges and expenses of winding up, and
- 4 3 adjustment of the rights of the contributories among themselves

5 NOT FOR DISTRIBUTION

- 5 1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 2
- 5 2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these articles shall prevent any payment in good faith by the Company of
 - 5 2 1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company,
 - 5 2 2 any interest on money lent by any member or any director at a reasonable and proper rate,
 - 5 2 3 reasonable and proper rent for premises demised or let by any Member or director, or
 - 5 2 4 reasonable out-of-pocket expenses properly incurred by any director

6 WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise)

6 1 with objects similar to those of the Company, and

6 2 which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the members at the time of winding-up or dissolution

7 BYE LAWS, RULES AND CODES OF CONDUCT

7 1 The directors may from time to time make such rules or bye-laws as they may deem necessary for the proper conduct and management of the Company and the determination of classes of membership of the Company, provided that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in these Articles

7 2 In the event of an inconsistency between these articles and any rules or bye-laws, these Articles shall prevail

7 3 The directors may from time to time prepare, promulgate and enforce codes of conduct to be observed by members or specified groupings of members in their conduct of business

Part 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

9 MEMBERS' RESERVE POWER

9 1 The Members may, by special resolution, direct the directors to take or refrain from taking, specified action

9 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

10 DIRECTORS MAY DELEGATE

10 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

10 1 1 to such person or committee,

10 1 2 by such means (including by power of attorney),

10 1 3 to such an extent,

10 1 4 in relation to such matters or territories, and

10 1 5 on such terms and conditions,

as they think fit

10 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

10 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

11 COMMITTEES

11 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

11 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

12 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

12 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 13

12 2 If

12 2 1 the company only has one director, and

12 2 2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

13 UNANIMOUS DECISIONS

13 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

13 2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing

13 3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting

- 13 4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

14 CALLING A DIRECTORS' MEETING

- 14 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

- 14 2 Notice of any directors' meeting must indicate

14 2 1 its proposed date and time,

14 2 2 where it is to take place, and

14 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

- 14 3 Notice of a directors' meeting must be given to each director, but need not be in writing

- 14 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

15 PARTICIPATION IN DIRECTORS' MEETINGS

- 15 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

15 1 1 the meeting has been called and takes place in accordance with the articles, and

15 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

- 15 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

- 15 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

- 15 4 A resolution in writing, signed by all directors entitled to receive notice of a meeting shall be a valid and effectual as if it has been passed at a meeting of the directors

16 QUORUM FOR DIRECTORS' MEETINGS

- 16 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

16 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than five, and unless otherwise fixed it is five if the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision

16 2 1 to appoint further directors, or

16 2 2 to call a general meeting so as to enable the members to appoint further directors

17 CHAIRING OF DIRECTORS' MEETINGS

17 1 The President shall be entitled to preside as chairman at all meetings of the directors

17 2 If the President is not participating in a directors' meeting within ten minutes of the time at which it was to start, the Vice President shall preside and if he is not present the participating directors must appoint one of themselves to chair it

18 CASTING VOTE

18 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a second or casting vote

18 2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

19 DIRECTORS' CONFLICTS OF INTEREST

19 1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest

19 2 Any authorisation under this article 19 shall be effective only if

19 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

19 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

19 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

19 3 Any authorisation of a Conflict under this article 19 may (whether at the time of giving the authorisation or subsequently)

- 19 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - 19 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
 - 19 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
 - 19 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
 - 19 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - 19 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 19 4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 19 5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 19 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 19 7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- 19 7 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 19 7 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- 19 7 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- 19 7 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 19 7 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 19 7 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

20 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

21 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

APPOINTMENT OF DIRECTORS

22 METHODS OF APPOINTING DIRECTORS

- 22 1 Any person who is willing to act as a director, is a member (or where a member is a body corporate, a duly authorised representative of the body corporate) and is permitted by law to do so, may be appointed to be a director—

22 1 1 by ordinary resolution, or

22 1 2 by a decision of the directors

22 2 In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director

22 3 For the purposes of article 22 2, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

22 4 A person who is not a member shall not be eligible to hold office as a director of the Company

23 NUMBER OF DIRECTORS

23 1 Unless otherwise determined by ordinary resolution of the members, there shall be a maximum of 12 directors and a minimum of 8 directors and such directors shall, from the date upon which FPDC becomes a subsidiary of the Company, comprise the following

23 2 7 contractor members consisting of 4 contractors appointed by FPDC prior to the adoption of these articles to hold office upon FPDC becoming a subsidiary of the Company and 3 contractors appointed by the Company immediately prior to the adoption of these Articles to hold office upon FPDC becoming a subsidiary of the Company,

23 3 5 supplier members comprising 5 suppliers appointed by the Company immediately prior to the adoption of these Articles to hold office upon FPDC becoming a subsidiary of the Company,

23 4 the directors appointed under articles 23 1 and 23 2 shall include amongst them the President, Vice President and Immediate Past President

23 5 The President, Vice President and Immediate Past President shall be appointed from time to time by a decision of the directors

23 6 At the annual general meeting to be held in 2015, 5 of the directors appointed under articles 23 1 and 23 2 (save that this shall not include the President, Vice President and Immediate Past President) shall resign as directors and 5 new directors shall be elected The directors resigning may offer themselves for re-election and be appointed in accordance with article 22

23 7 The directors to resign under article 23 6 shall be those directors who voluntarily retire or if no, or not a sufficient number of, directors volunteer, the directors to resign shall be decided by the directors

23 8 Save for the rotation pursuant to article 23 6, directors shall be appointed for a period of 2 years but such period may be extended by the directors if the general meeting of the Company at which further directors are to be appointed is to take place later than the said period of 2 years Directors may, at the end of their period of office, offer themselves for re-election and be appointed in accordance with article 22

24 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as—

- 24 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- 24 2 a bankruptcy order is made against that person,
- 24 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 24 4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- 24 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- 24 6 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,
- 24 7 he, or the member who he represents (in the case of a member who is a body corporate) ceases to be a member of the Company

25 DIRECTORS' EXPENSES

The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- 25 1 meetings of directors or committees of directors,
- 25 2 general meetings, or
- 25 3 separate meetings of the holders of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

26 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

Part 3 MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27 APPLICATIONS FOR MEMBERSHIP

- 27 1 All of the Contractor Members of FPDC as at the date upon which FPDC becomes a subsidiary of the Company and who have paid all their subscriptions due prior to such date to FPDC shall, upon such date, become Members of the Company without payment of any initial fee
- 27 2 All of the Associates and Honorary members of FPDC as at the date upon which FPDC becomes a subsidiary of the Company and who have paid all their subscriptions due prior to such date to FPDC shall, upon such date, become members with equivalent rights to Associates (unless they qualify as Supplier Members, in which case they will have the rights of Supplier members) or Honorary Members of the Company as applicable, without payment of any initial fee
- 27 3 Subject to articles 27 1 and 27 2, no person or body corporate shall become a member of the company unless -
- 27 3 1 that person or body corporate (as the case may be) has completed an application for membership in a form approved by the directors, and
 - 27 3 2 that person or body corporate (as the case may be) has complied with the criteria for their category of membership in the form approved by the directors, and
 - 27 3 3 the directors have approved the application
 - 27 3 4 Subject to articles 27 1 and 27 2, the directors shall have absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to assign any reason for their decisions provided that nothing in these articles shall entitle a director to discriminate in any way between applications for membership by reason of race, colour, sex or creed
 - 27 3 5 Subject to articles 27 1 and 27 2, upon becoming a member that person or body corporate (as the case may be) shall pay an initial fee as set out in the Fee Scale from time to time

28 CATEGORIES OF MEMBERS

- 28 1 There shall be two categories of Members
- 28 1 1 Contractor Members who shall include contractors in the fit out and building finishes sector, and
 - 28 1 2 Supplier Members who shall include suppliers (including manufacturers and distributors) in the fit out and building finishes sector

- 28 2 The directors may by rules establish different classes of members and determine and set out their respective rights and obligations

29 TERMINATION OF MEMBERSHIP

- 29 1 A Member may withdraw from membership of the company by giving 90 days' notice to the company in writing

- 29 2 Membership is not transferable

- 29 3 A person's membership terminates when

29 3 1 that person dies or that body corporate ceases to exist,

29 3 2 that person becomes bankrupt or that body corporate becomes insolvent or a liquidator, receiver or administrative receiver is appointed over, or an encumbrancer takes possession of or sells an asset of the Member,

29 3 3 the directors resolve to terminate that person or body corporates' (as the case may be) membership provided that in this event the directors shall give the person or office/authorised representative of the body corporate (as the case may be) an opportunity for their interest to be heard and such termination shall be in the best interests of the Company

ORGANISATION OF GENERAL MEETINGS

30 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 30 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

- 30 2 A person is able to exercise the right to vote at a general meeting when—

30 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

30 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

30 2 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

30 2 4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other

30 2 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

30 2 6 Subject to article 33, only Members may attend and speak at a general meeting

31 QUORUM FOR GENERAL MEETINGS

31 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

31 2 The lower of ten persons entitled to vote upon the business to be transacted, or ten percent (10%) of the registered Members of the company at the date the notice was given shall constitute a quorum, each being a Member or a duly authorised representative of a body corporate save that, if and for so long as the company has only one person as a Member, one Member present in person or by proxy shall be quorum

32 CHAIRING GENERAL MEETINGS

32 1 The President shall preside as chairman at every general meeting, but if the President is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Vice President shall preside as chairman

32 2 If the Vice President is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

32 2 1 the directors present, or

32 2 2 (if no directors are present), the meeting,

must appoint a director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

32 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

33 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

33 1 Directors may attend and speak at general meetings, whether or not they are Members

33 2 The chairman of the meeting may permit other persons who are not Members of the company to attend and speak at a general meeting

34 ADJOURNMENT

34 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

- 34 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
- 34 2 1 the meeting consents to an adjournment, or
- 34 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 34 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 34 4 When adjourning a general meeting, the chairman of the meeting must
- 34 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- 34 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 34 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 34 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and
- 34 5 2 containing the same information which such notice is required to contain
- 34 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

35 VOTING. GENERAL

- 35 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles
- 35 2 On a show of hands every Member (being an individual) present in person or by proxy or (being a body corporate) present by a duly authorised representative or proxy shall have one vote and on a poll every Member shall have one vote
- 35 3 No Member shall be entitled to vote at any general meeting unless all moneys payable pursuant to these Articles, any Bye Laws (including Annual Subscriptions) or otherwise have been paid

36 ERRORS AND DISPUTES

36 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

36 2 Any such objection must be referred to the chairman of the meeting whose decision is final

37 POLL VOTES

37 1 A poll on a resolution may be demanded

37 1 1 in advance of the general meeting where it is to be put to the vote, or

37 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

37 2 A poll may be demanded by—

37 2 1 the chairman of the meeting,

37 2 2 the directors,

37 2 3 five or more persons having the right to vote on the resolution, or

37 2 4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution

37 3 A demand for a poll may be withdrawn if

37 3 1 the poll has not yet been taken, and

37 3 2 the chairman of the meeting consents to the withdrawal

37 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

38 CONTENT OF PROXY NOTICES

38 1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which

38 1 1 states the name and address of the Member appointing the proxy,

38 1 2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,

38 1 3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine, and

38 1 4 is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate

38 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

38 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

38 4 Unless a proxy notice indicates otherwise, it must be treated as—

38 3 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

38 3 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

39 DELIVERY OF PROXY NOTICES

39 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person

39 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

39 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

39 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

40 AMENDMENTS TO RESOLUTIONS

40 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

40 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

40 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

40 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

40 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

- 40 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 40 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

Part 4 ADMINISTRATIVE ARRANGEMENTS

41 MEANS OF COMMUNICATION TO BE USED

- 41 1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 41 2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 41 3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

42 COMPANY SEALS

- 42 1 Any common seal may only be used by the authority of the directors
- 42 2 The directors may decide by what means and in what form any common seal is to be used
- 42 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 42 4 For the purposes of this article, an authorised person is
- 42 4 1 any director of the company,
 - 42 4 2 the company secretary (if any), or
 - 42 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

43 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

44 **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

45 **INDEMNITY**

45 1 Subject to article 45 2, a relevant director of the Company or an associated company may be indemnified out of the company's assets against

45 1 1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

45 1 2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

45 1 3 any other liability incurred by that director as an officer of the Company or an associated company

45 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

45 3 In this article

45 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

45 3 2 a "relevant director" means any director or former director of the Company or an associated company

46 **INSURANCE**

46 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss

46 2 In this article

46 2 1 a "relevant director" means any director or former director of the Company or an associated company,

46 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the

company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

46 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate