



THE UK TIMBER FRAME ASSOCIATION

("the Company")

RULES OF MEMBERSHIP

MEMBERSHIP

- 1.1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to Membership in accordance with the Articles of Association of the Company shall be Members of the Company.
- 1.2 Membership of the Company shall include the following categories: -
- (a) Member shall be:
- Companies or practices engaged in the design and marketing of timber frame structures.
 - Companies supplying timber frame erection services to industry standards.
 - Organisations supplying goods or services to the timber frame industry.
 - Practices providing the timber frame industry with a specific professional service.
 - Companies using timber frame components in the course of their business.
 - Trade Associations provided that they are a recognised body with links to the timber frame industry or its supply chain.
- (b) Manufacturer Member shall be a manufacturer or a supplier of timber framed structures that has a quality scheme.
- 1.3 Every Member shall have one vote and shall be entitled to vote at general meetings of the Company.
- 1.4 Subject to the provisions of Clause 2, every Member shall be entitled to submit themselves for election as a Director of the Company.
- 1.5 Every Member shall be required to sign an undertaking to the effect that he will contribute a sum not exceeding £1 in the event of the Company being wound up during the time that he is a Member or within one year afterwards.
- 1.6 Every Member shall notify the Company Secretary from time to time, of the:
- (a) Registered office;
- (b) Principal place of business; and
- (c) Main contact name and contact information, telephone, fax and e-mail address.

All notices sent by first class post to such addresses shall be considered as having been given 2 days following the date of posting.



THE BOARD

- 2.1 The Board of Directors shall at all times comprise a minimum number of 4 and a maximum number of 8 Members.
- 2.2 Directors to the Company must be full time employees of a Member company and shall serve for an initial period of two years. Following this period they must submit themselves for re-election at each annual general meeting of the Company.
- 2.3 The Board of Directors shall at all times comprise a majority of Manufacturer Members.
- 2.4 Nominations for appointment as Director must be made in writing to the Company Secretary within seven days of notice being given of a general meeting.
- 2.5 Subject to the provisions of Clauses 2.1, 2.2 and 2.3, Directors shall be appointed by a majority vote of the Members present at the general meeting.
- 2.6 The Chairman shall be a Manufacturer Member and shall be appointed by the Board of Directors for a maximum period of two years.

ADMISSION

- 3.1 Admission of Members shall be by election by the Directors. All applications for Membership which receive the support of at least 75 per cent of those Directors shall be final and binding. The Directors shall not be required to give reasons for their refusal to admit any applicant as a Member. An applicant for Membership shall be required to furnish such information as is required by the Directors. Failure to disclose relevant information, to submit information or give wrongful information shall invalidate the application whereupon any entrance fee or subscription paid for Membership shall be returned.
- 3.2 Immediately upon the election of an applicant, that applicant shall become a Member of the Company and be bound by these rules. A copy of the rules will be forwarded to the applicant along with confirmation of his Membership.
- 3.3 Any new Members in the Manufacturer Member category will be given a period not exceeding twelve months to fully comply with the conditions of Membership set out in 5.1 of this document.

SUBSCRIPTION

- 4.1 The annual subscription shall be such sum as the Directors may from time to time determine.
- 4.2 All annual subscriptions shall be payable on election to Membership and on the 1st day of the month of the annual anniversary of such election or such other date as the Directors may decide from time to time. There may also be a joining fee for the Association as the Directors may decide from time to time.



- 4.3 All subscriptions paid by cheque shall be made payable to the "The UK Timber Frame Association" and crossed "account payee".
- 4.4 If any Member shall fail to pay the annual subscription after it has become due, notice shall be sent to the Member calling attention to the failure to pay and, if the amount shall not be paid within 30 days from the posting of such notice, the Directors may terminate the Membership.
- 4.5 If at any time the Member shall give the Directors a satisfactory explanation as to the reasons for non-payment, that Member may, at the discretion of the Directors, and on payment of the outstanding annual subscription together with interest thereon at the rate of three per cent per annum above the Bank of Scotland base rate from time to time from the due date until payment in full is made, be re-admitted to Membership.

COMPLIANCE

- 5.1 All Manufacturer Members must maintain strict compliance with the requirements of:-
 - (a) BS 5268 Part 2 1996,Part 3 1998,Part 6 Section 6.1 1996,Part 6 Section 6.2 2001 or European equivalents.
 - (b) BS 6399 Part 1 1996,Part 2 1997,Part 3 1988 or European equivalents.
 - (c) NHBC Standards or Zurich Building Guarantees Technical Manual whichever is appropriate.
 - (d) Building Regulations (England & Wales),Building Standards (Scotland), Building Regulations (Northern Ireland) - whichever is appropriate.
 - (e) UKTFA Quality Scheme - either Q-Mark or Q-Mark Plus.
- 5.2 No Member shall, except for professional services rendered at the request of the Directors, on any pretence or in any manner receive any profit, salary or emoluments from the funds or transactions of the Company.
- 5.3 All Members are encouraged to use the Company's name and logo in any advertisement or Company literature but shall not give the address of the Company thereon or use the Company's address for business purposes. Members may only use the Company's name or logo to designate their Membership of the Association. Members are prohibited from using the name or logo in connection with a specific product endorsement.
- 5.4 No Member shall infringe the patent, copyright, design, trademark or other industrial or intellectual property right.
- 5.5 If any claim is made against the Company in respect of a breach of 5.4 above by a Member, that Member shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with the claim, or paid or agreed to be paid by the Company in settlement of the claim.



NON COMPLIANCE

- 6.1 The Directors will investigate any written bona fide complaint that any Member fails to comply with the criteria applying to Membership of the Company. Should a finding confirm non compliance, the Directors are empowered to warn the Member of the non compliance and, if no corrective action is taken within an acceptable a period of time, the Member will be served with a notice of withdrawal from Membership and the Member's name will be deleted from the list of Members. Such deletion will be made known to all Members of the company.
- 6.2 In the event of the Directors upholding a complaint against a Member, the Member concerned will be charged with and accept liability for any costs properly incurred by the Company in the investigation of the complaint.
- 6.3 Membership may be withdrawn from any Member if the Directors consider that the Member (a) has acted, or is likely to act, in such a way that could potentially bring the name of the Company or the Timber Frame Industry into disrepute or (b) has been guilty of misconduct or (c) has harassed or victimised (whether physically or verbally) an employee of the Company.
- 6.4 Any Member who has been served with notice of withdrawal will be deemed to have withdrawn from Membership.

TERMINATION

- 7.1 It is an essential condition of Membership that any corporate Member or potential corporate Member shall not be in Receivership or Liquidation and in the event that the Receiver, Liquidator or Provisional Liquidator is appointed in the case of any existing Member, then the Directors shall have full power and authority to serve a notice of withdrawal on such a company or to refuse to renew such Membership.
- 7.2 Any omission from or inaccuracy in the particulars of an applicant's Membership application may, at the Directors discretion, invalidate the proposal and any election to Membership made in consequence of it. In such circumstances, the Directors shall be entitled to serve a notice of withdrawal on the Member in question.
- 7.3 Where 50% of the voting rights of a Member are sold or transferred to a third party during the period of Membership, in order that the Membership continues, the sale or transfer must be approved by the Directors and unless so approved the Directors shall have full power and authority to serve a notice of withdrawal on such a company or to refuse to renew such Membership.

RESIGNATION

- 8.1 Any Member may resign his Membership by giving seven clear day's notice in writing to that effect to the Secretary. Every such notice shall, unless otherwise expressed, be deemed to take effect as from the 1st day of the month of the annual anniversary of the Member's election to Membership. No refund of the annual subscription or part thereof shall be made and any Member giving such notice on or after the 1st day of the month of



the annual anniversary of the Member's election to Membership shall be liable to pay the annual subscription then due.

DATA PROTECTION NOTICE

- 9.1 The information that any Member has provided to the UK Timber Frame Association is maintained as data held in accordance with the Data Protection Act 1998.
- 9.2 Unless formally notified in writing to the UKTFA to the contrary by the Member, Membership of this Association and the contact details and scope of operations and similar information that has been provided by the Member to the Association will be made available to any person or organisation contacting the Association. This information may also be published on the UKTFA website www.timber-frame.org and in literature produced by the Association.
- 9.3 The Association may from time to time seek statistical information from a Member that is commercially sensitive in order to support the UKTFA work in research, lobbying government and certain promotional services. The confidential terms under which this information is held and used will be made clear to the Member at the time that it is sought.
- 9.4 A Member may request a copy of the information the UKTFA holds about his or her organisation by writing to the Association and enclosing a fee, currently £20, which is payable to the UKTFA for accessing this information.
- 9.5 A Member will be required to acknowledge agreement to the relevant aspects under the Data Protection Act 1998 by signing a notice as required from time to time.

INTERPRETATION

- 10.1 The Directors shall be the sole authority for the interpretation of these Rules and of any regulations made from time to time by the Directors. The decision of the Directors upon any question of interpretation or upon any matter affecting the Company and not provided for by these Rules or by any regulations shall be final and binding on the Members.

AMENDMENT

- 11.1 These Rules may be added to, repealed or amended by resolution at any Annual or Extraordinary General Meeting provided that no such resolution shall be deemed to have been passed unless it is carried by a majority of at least 75 per cent of the Members voting on such a resolution.

Dated : 5th May 2006