



**BRITISH SIGN  
& GRAPHICS**  
A S S O C I A T I O N

# **RULES OF MEMBERSHIP**

*INCORPORATING:*

**Memorandum of Agreement**

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**Articles of Association**

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**Obligations of Membership  
and  
Code of Practice**



**BRITISH SIGN  
& GRAPHICS**  
ASSOCIATION

## **Memorandum of Agreement**

# **THE COMPANIES ACT 1985**

## **COMPANY LIMITED BY GUARANTEE**

### **NAME**

1. The name of the Association is the BRITISH SIGN & GRAPHICS ASSOCIATION (BSGA)

### **REGISTERED OFFICE**

2. The registered office of the Association will be situated in England.

### **OBJECTS**

3. The objects for which the Association is established are:
  - (a) To promote develop consolidate and protect the interests of sign manufacturers and traders in the United Kingdom and Northern Ireland with due regard to the interests of users and the public.
  - (b) To represent the interests of members in negotiations and discussions with Government Departments, other public bodies, and other organisations, and to act jointly with any other organisations as may be considered to be desirable.
  - (c) To promote a high standard of quality, design workmanship and good commercial practice within the sign industry.
  - (d) To regulate relations between the members and between the members and the users, and to formulate codes of practice as may be considered to be desirable.
  - (e) To promote good understanding between sign manufacturers, traders, consultants, installers and suppliers to the industry throughout the world.
  - (f) To promote the sign industry by advertising, the promotion and participation in exhibitions and by any other promotional activities as may be considered to be desirable.
  - (g) To promote support and assist the carrying into effect any legislation or regulations considered to be in the interests of members and opposing any actual or proposed legislation or regulations considered to be harmful

- (h) To promote support and assist in the education and training of personnel in the various aspects of the sign industry including running courses seminars and similar activities either alone or with other organisations.
- (i) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Council may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (j) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (k) To undertake and execute any trusts which may lawfully be undertaken by the Association on such terms and on such security as may be thought fit.
- (l) To borrow or raise money for the purpose of the Association on such terms and on such security as may be thought fit.
- (m) To invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- (n) To pay remuneration to any officers or servants of the Association or other person in return for any services actually rendered to the Association and to grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Association or the dependents of such persons.
- (o) To establish and support or aid in the establishment and support of any associations or institutions and to subscribe or guarantee money for purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (p) The doing of all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

## **LIABILITY**

- 4. The Liability of the Members is limited.
- 5. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and

liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £5.

## **PROFITS**

6. All profits (if any) or other income of the Association shall be applied solely in promoting its objects and no portion thereof shall be paid in dividends to the members of the Association.

## **DISSOLUTION**

7. If upon winding up or dissolution of the Association there remains, after the satisfaction of all its debts, and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Association but shall be given or transferred to some other institution, or institutions, having objects similar to the objects of the Association, to be determined by the members of the Association, at or before the time of dissolution, or in default thereof, then as provided by the Articles of Association.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association.

Names, addresses and descriptions of Subscribers

MICHAEL NOEL CHAPMAN  
Managing Director  
Oldham Claudgen Limited  
Cross Green Approach  
Leeds LS9 0RJ

BRIAN HAROLD PEARCE  
Chairman  
Pearce Group Holdings Limited  
Insignia House  
London SE14 6AB

Dated this 31st day of August 1988

WITNESS to the above signatures

MICHAEL DOBBS  
British Sign Association  
Swan House  
207 Balham High Road  
London SW17 7BQ



**BRITISH SIGN  
& GRAPHICS**  
ASSOCIATION

## **Articles of Association**

# THE COMPANIES ACT 1985

## COMPANY LIMITED BY GUARANTEE

### GENERAL

1. In these Articles the words in the first column of the table below shall have the meanings set opposite to them in the second column of the table, if not inconsistent with the subject or context:

<b>WORDS</b>	<b>MEANINGS</b>
The Act	the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company
These Articles	the Company's Articles of Association for the time being
The Association	the above-named company
The Board	the Board for the time being of the Association
Financial Year	1 <sup>st</sup> January – 31 <sup>st</sup> December
Member	a Member of the Association
Offices	the registered office of the Association
Seal	the Common Seal of the Association
Month	calendar month
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
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
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
Director	means a director of the company, and includes any person occupying the position of director, by whatever

	name called
Ordinary resolution	has the meaning given in section 282 of the Companies Act 2006
Special resolution	has the meaning given in section 283 of the Companies Act 2006

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include companies except where individuals are referred to as distinct from companies.

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.

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## PURPOSES

2. The Association is established for the purposes expressed in the Memorandum of Association.

## MEMBERSHIP

3. The number of Members is unlimited.
4. Membership shall be in accordance with the following categories; namely Full Member; Affiliate Member; Independent Installer; Associate Member; Overseas Member; Educational Member; Consultant/Designer; Printer; Specifier.
5. Membership shall be personal to the individual firm or company and shall not be transferable.

## QUALIFICATION OF MEMBERS

6. **Full Member** - Any company, firm or individual engaged in manufacturing, supplying, installing or maintaining signs, whose principle place of business is situated in the United Kingdom.
7. **Affiliate Member** - Any company, firm or individual engaged in manufacturing supplying installing or maintaining signs whose principle place of business is situated in the United Kingdom and (a) who have been in the sign business for less than three years or (b) have been in business for more than three years but have a turnover of less than £100,000 per annum. In either case their entitlement to the full range of Membership Benefits may be restricted.
8. **Independent Installer** - Any company, firm or individual engaged in the trade only provision of sub-contract sign survey, installation or maintenance services to, or on behalf of, Full Members and who does not supply such services direct to consumers or otherwise qualify as a Full Member.
9. **Associate Member** - Any company, firm or individual who supplies raw materials, components, equipment or services to the sign industry and who does not supply signs or related services direct to consumers or otherwise qualify as either a Full Member or Independent Installer.
10. **Overseas Member** - Any company, firm or individual engaged in or in any way interested in the sign industry whose principal place of business is situated outside the United Kingdom.
11. **Educational Member** - Any educational establishment which provides for the sign industry courses or training which have been approved by the Board

12. **Consultant/Designer** - Any company, firm or individual who supplies consultancy, design, project management or other professional services to the sign industry and who does not meet any of the criteria set out in other Member categories.
13. **Printer** - Any company, firm or individual who supplies printing and other related services to the sign industry or direct to consumers, but does not otherwise qualify as a Full Member.
- 14a. **Specifier** - Any company, firm or individual who is involved in the specification, procurement or sourcing of signs, print, graphic displays and other related services from the sign industry and who does not meet any of the criteria enshrined in other Member categories.
- 14b. **Partner** – Any organisation, firm or individual or a) whose involvement with the sign and graphics industry is beneficial to the principle objective of the BSGA and its affiliated partner, or b) where the main function of such entity is outside the day to day business of the sign and graphics industry, or c) where such entity does not meet any of the criteria set out in the other membership categories, or d) where the entity is a charity or not for profit organisation. No voting rights are allowed for this category.

## **ADMISSION OF MEMBERS**

14. Application shall be made on the appropriate form and sent to the Director of the Association.
15. Application shall be submitted first to the Director of the Association. The Board will be advised of the application [by e-mail] and shall have a period of ten days to comment or raise valid objections in writing or by e-mail with the Director of the Association. Details of all new Members will be published in the BSGA News and on the Association's web site.
16. All applicants shall have been in business for a minimum of three years, except in the case of those applying for Affiliate Membership, or unless there are special circumstances regarding proven businesses or individuals which justify the Board to recommend otherwise.
17. The final decision on membership rests with the Board, which may reject any application without having to give any reason for such rejection.
18. The name and address of every new Member shall be published electronically in the Member Directory on the Association's web site.

## **MEMBER UNDERTAKING**

19. Every Member shall support and further the objects of the Association and shall comply with the Memorandum and Articles of the Association as they

may be amended from time to time and shall be responsible for his share of the expenses incurred by the Association up to the date of cessation of membership.

20. Full Members, Affiliate Members and Independent Installers shall comply with the Obligations of Membership and any Codes of Practice which may be approved from time to time by the Council up to the date of cessation of Membership.
21. Every Full Member, Affiliate Member and Independent Installer shall be bound to give to the Association notice in writing, within one month after the event, of
  - (a) In the case of an individual, full particulars of any change in the ownership of the business or of the transfer of any part of the qualifying business.
  - (b) In the case of a firm, full particulars of any change among the partners of the firm or of the dissolution of the firm or of the transfer of any part of the qualifying business.
  - (c) In the case of a private company full particulars of any change in the shareholding if more than twenty five per centum of the issued share capital or of the transfer of any part of the qualifying business.
  - (d) In the case of a public company full particulars of any change in the shareholding if more than fifteen per centum of the issued share capital or of the transfer of any part of the qualifying business.
  - (e) In the case of all Full Members and Independent Installers any change in the nature of their business which would affect their qualification for membership, or the cessation thereof from whatever cause, or of any change of or addition to or abandonment of the trade name or names under which the qualifying businesses are being or have been carried on.
23. A Member firm if a partnership shall nominate one of its partners as its representative and may from time to time nominate another partner in his place. All nominations shall be in writing signed by all the partners of the firm.
24. A Member company shall by a resolution of its Directors nominate a person to act as its representative and may from time to time change that person. All nominations shall be in writing signed by a Director of the company.
25. A Member company, firm or individual may nominate additional representatives; each additional representative becomes entitled to attend meetings or to be elected to office, if appropriate, but is not entitled to vote. Such a representative shall be entitled to receive the normal notices and communications from the Association.

## **REGISTER OF MEMBERS**

26. A register of all present and past Members shall be maintained at the offices of the Association and shall contain:
- (a) The Member's name and main business address
  - (b) Category of membership
  - (c) Date of admission
  - (d) Names of Representative(s)
  - (e) Date when membership ceased in the case of past Members
  - (f) Any other information as may be decided by the Board
27. A list of all Member's names and addresses shall be published electronically on the BSGA web site. This will be updated at least annually.

## **ENTRANCE FEES AND SUBSCRIPTIONS**

28. The Board may prescribe an entrance/rejoining fee or scale of entrance/rejoining fees in which case the appropriate entrance/rejoining fee shall be payable as a pre requisite of membership. The Board may in their sole discretion waive the payment of an entrance/rejoining fee whether wholly or in part.
29. Members shall pay such annual subscriptions as may be determined by the Board and any additional sums that may be required as may be decided by the Board.
30. The President, Vice President and Immediate Past President of the Association, during their term of office, may be granted a discount on their companies' annual subscriptions in recognition of their contribution to the activities of the Association. The granting of any such discount and the level of that discount will be at the sole discretion of the Board.
31. The annual subscription shall become due and payable on the first of the month following approval of the application by the Board. Subscriptions for subsequent years will be due and payable on the anniversary of this date. Any Member failing to pay an annual subscription or any additional sum within 28 days from the receipt of the Association's invoice shall be liable to pay interest on the amount due at a rate of interest prescribed by the Board.
32. In the case of a Member who joined before these Articles came into force the annual subscription shall become due and payable on the 1<sup>st</sup> January in each year.

33. Provided always that a Full Member or Independent Installer owned by another company firm or individual shall include in his returns all the relevant details as may be required by the Board not only in respect of his own business but also in respect of the company firm or individual who owns him for that part of their business of manufacturing, making or trading in signs. In the case of a Full Member or Independent Installer which is a company it shall be deemed to be owned by another company firm or individual if more than 50% of its issued shares are held by that other company firm or individual.

## **CESSATION OF MEMBERSHIP**

34. Any Member may resign after not less than 12 months from the date of his admission by giving to the Director of the Association not less than three calendar months notice in writing. In such cases the Member's entry in the Member Directory, published on the BSGA web site, shall be removed at the end of the three month notice period.
35. Any Member resigning from the Association, having given notice in writing to the Director of the Association, shall unless the Board otherwise decides be required to pay all subscriptions due up to the end of the notice period.
36. Any Member appointing a Receiver or going into liquidation (other than for the purpose of reconstruction or amalgamation) or adjudged bankrupt or convicted of indictable offence or if an individual becoming a lunatic or of unsound mind shall forthwith cease to be a Member.
37. Any Member who shall fail to pay subscription or any other sum due to the Association within three months may be deemed by the Board to have ceased membership.
38. The Board by a majority of two-thirds of its Members present and voting may determine the membership of any Member provided that such Member has been given twenty eight clear days notice in writing of the Board meeting at which the matter is to be considered and given the opportunity to make any representations to such meeting either in writing or verbally either personally or by his representative.
39. Any Member ceasing for any reason to be a Member shall discontinue the use of the Association's badge or emblem forthwith and shall make no claim to be a Member of or have any connection with the Association. Any person committing a breach of this clause shall during the continuance thereof be liable to the Association for the same subscription as he would have been liable if he had continued a Member and shall also be liable to make good any damage or loss sustained by the Association thereby.
40. Any Member ceasing for any reason to be a Member shall have no claim on the assets of the Association or to a refund of any subscription paid to the Association.

41. The Association may so far as the law will allow recover from any person ceasing to be a Member all monies due from him to the Association including any subscriptions or additional sums outstanding and all property of the Association held by him.
42. The Board may in its discretion reinstate to membership any past Member.

### **GENERAL MEETINGS**

43. An Annual General Meeting shall be held each calendar year on such day and at such place as the Board may determine. Every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
44. General Meetings may be called at any time by the Board.
45. The Board may call an Extraordinary General Meeting whenever they think fit and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitions as provided in the Act.
46. Twenty-one days notice shall be given of every Annual General Meeting and of every meeting convened to pass a special resolution, and fourteen days notice of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business in manner hereinafter provided to such persons (including the Accountants) as are under these Articles or under the Act entitled to receive such notices from the Association: but with the consent of all the Members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit.
47. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed at any meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

48. The quorum necessary for the conduct of business at any General or Extraordinary General Meeting may be determined by the Members in General Meeting but in the absence of any such determination shall be ten Full Members present at the time when the meeting proceeds to business.
49. If within fifteen minutes from the time appointed for the 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. If at that meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the Full Members present shall be a quorum.

50. The President (if any) shall preside at every General Meeting or in his absence the Vice-President or in both their absences the Full Members present shall choose a member of the Board, or if no such be present, or if all such Members decline, they shall choose some other Member present to preside.
51. The Chairman of any General Meeting may adjourn the meeting (and shall if so directed by the meeting) from time to time and place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which adjournment took place. When a meeting is adjourned for ten days or more but not otherwise notice shall be given as in the case of the original meeting.
52. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that which is transacted at an Ordinary General Meeting with the exception of the consideration of the accounts the report of the Accountants the report of the Board and the election of the President, the Vice-President, the Accountants and any Members of the Board.
53. Any resolution taken under "Other Business" at any General or Extraordinary General Meeting shall not bind Members but be subject to confirmation at the next relevant meeting.

## **VOTING AT GENERAL MEETINGS**

54. Each Member of any category as defined in Article 4 shall have one vote whether on a show of hands or a poll except Affiliate Members who shall not have a vote.
55. Votes may be given either personally or by proxy or in the case of a corporation by a representative duly authorised by a resolution of its directors or other governing body. Proxies shall be in writing signed by the appointer or the duly authorised agent of a corporation. Proxies shall not be valid unless deposited at the offices of the Association at least forty-eight hours before the time fixed for holding the meeting at which the person named in the proxy proposes to vote.
56. Voting at General Meetings (other than for the election of a Vice-President for which a special procedure is provided by Articles 62 to 67 hereof) shall be by a show of hands or by a Poll as the Chairman may direct unless a Poll is demanded by at least 25 per cent of the Members attending.
57. If a Poll is directed or demanded it shall be taken in such manner as the Chairman may direct. The result of the Poll shall be deemed to be a resolution of the meeting.

58. In the case of an equality of votes whether on a show of hands or a Poll the Chairman of the meeting shall not be entitled to a second or casting vote.
59. No Poll shall be demanded on the election of a Chairman of a meeting or any question of adjournment.
60. The demand for a Poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a Poll has been demanded.
61. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

**BRITISH SIGN & GRAPHICS ASSOCIATION**

“I

“OF

“A Member of the BRITISH SIGN & GRAPHICS ASSOCIATION (or a duly authorised “nominee of a Member) hereby appoint

“ of

“being a Member of that Association (or an officer of my company) to vote

“for me and on my behalf at the Annual or Extraordinary General Meeting of

the “Association to be held on the day of

“and at every adjournment thereof

“As witness my hand this day of 20 ”.

**PRESIDENT AND VICE-PRESIDENT**

62. The President shall hold office for an approximate period of two years commencing at the Annual General Meeting when installation takes place and ceasing at the second Annual General meeting following installation. No President shall serve as such for two consecutive terms of office.

63. The Vice-President shall hold office for an approximate period of one year commencing at the Annual General Meeting when installation takes place and ceasing at the next Annual General meeting when, on the retirement of the President at the end of his term of office the Vice-President without further election shall become President.
64. If the office of President shall through any cause become vacant before the expiration of the full term thereof the Vice-President shall serve as President until the next Annual General Meeting and, without further election shall become President for a full term of office.
65. Any casual vacancy in the office of Vice-President may be filled by the Board until the next Annual General Meeting.
66. At least 14 clear days before the Annual General Meeting at which the office of Vice-President is to be filled nominations for such office shall be invited by post from all Members for report to such meeting. Nominations for the office of Vice-President shall only be accepted for individuals who have served on the Board for a minimum of one year prior to the nomination being made. Nominations shall also have the explicit approval of the nominee concerned.
67. The election of a new Vice-President shall be by secret ballot. In the event of there being more than three nominations a preliminary secret ballot shall be held to reduce the number of candidates for final election to a maximum of three.

## **BOARD**

68. The members of the Board shall be the President who shall be the Chairman; the Vice-President; or the Immediate Past President; and up to twelve other members (to include the Chairman of any permanent sub-committee not otherwise represented on the Board in another capacity) elected at an Annual General Meeting to hold office for a period of two years. Members of the Board shall where possible represent all membership grades and geographical areas within the Association.
69. Provided always that six of the aforesaid twelve members shall retire at each Annual General Meeting and in the event of any uncertainty as to which of the six members should retire at any Annual General Meeting this shall be decided by the President drawing lots prior to the Annual General Meeting.
70. This paragraph has been suspended until further notice following a unanimous vote at the Annual General Meeting held on 13<sup>th</sup> April 2011.

~~An 'ordinary' elected member of the Board may not serve more than four consecutive terms (eight years) on the Board. At the end of this period the member must stand down and can not seek re-election to the Board for a period of at least one year.~~

71. The Immediate Past President shall hold office for an approximate period of one year following his term as President. He shall stand down at the next Annual General meeting when the Vice-President is installed.

## **ELECTION OF BOARD MEMBERS**

72. Not less than six weeks before the Annual General meeting at which the elected Board members are due to retire the Director of the Association shall send a notice to all Members inviting them to nominate not more than six persons for election as Board members, such nominations to be seconded by another Member and have the explicit approval of the nominee concerned.
73. Not more than one elected member (of the members' eligible for election at the Annual General Meeting) shall come from the same Member firm or company at any one time.
74. Nominations duly seconded (on the forms provided by the Director of the Association or a copy thereof) must arrive at the office not later than 14 days from the date of the service of the notice accompanied (in each case) by the written consent of the candidate to accept office.
75. If the number of nominations, equal the number of vacancies then those representatives nominated shall be declared at the meeting to have become Board members as from the close of the Annual General Meeting.
76. If the number of nominations exceeds the number of vacancies the Director of the Association shall send all Members except Affiliate with the notice of the Annual General Meeting voting papers which shall be received by the office not less than fourteen days prior to the Annual General Meeting.
77. No Member shall vote more times than there are vacancies to be filled or give more than one vote to any candidate.
78. No second voting paper shall be issued except on a signed statement of a Member that the original had not reached him or that he had lost it. No election shall be invalidated on the ground only that any Member had not received a voting paper unless such Member shall prove that the same was wilfully withheld from him by the Director of the Association.
79. The Accountant's of the Association for the time being shall act as scrutineers of voting papers or if they shall be unable or unwilling to act then the Council may appoint another person or other persons to act as scrutineers of voting papers.
80. All voting papers received in accordance with the foregoing conditions shall be examined by the scrutineers prior to the Annual General Meeting, and the first six candidates who shall receive the greatest number of votes shall be declared at the Annual General Meeting to have been elected. In the event of

an equal number of votes being recorded for any candidate lots shall cast by the scrutineers in such manner as they think fit.

81. The scrutineers or the Chairman of the meeting shall at the Annual General Meeting announce the names of the elected candidates. The result of the said election as so announced by the scrutineers or the Chairman shall be final.
82. A retiring Board member shall retain his office until the end of the meeting at which his successor is declared to be elected. A retiring Board member shall be eligible for re-election, if he satisfies the requirements of Article 69.
83. The Board may co-opt members to fill any casual vacancies. Co-opted members must stand down at the next Annual General Meeting. At which time they may seek election to Council if a position is available.
84. The office of a member of the Board shall be vacated:-
  - (a) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
  - (b) If he becomes of unsound mind.
  - (c) If, being an individual Member, he ceases for whatever cause to be a Member of the Association.
  - (d) If, being a Member representing a firm, he ceases to be a partner in that firm, or if that firm ceases to be a Member.
  - (e) If, being an accredited representative of a company Member, he ceases to be an accredited representative of such company, or if such company ceases to be a Member.
  - (f) If by notice in writing to the Association he resigns his office.
  - (g) If he ceases to hold office by virtue of any provision of the Act.
  - (h) If without leave of absence or tendering an apology he fails to attend three consecutive meetings of the Board.
  - (i) If he is removed by an Extraordinary Resolution passed by a General meeting.
  - (j) If he fails to attend during each calendar year at least two Board Meetings.

## **PROCEEDINGS OF THE BOARD**

85. The Board shall have at least two meetings in each year. Further meetings may be called by the President or the Director of the Association on the demand of not less than 25 per cent of the members of the Board.
86. Not less than 14 clear day's notice of Board meetings shall be given to all Members of the Board and such notice shall include an agenda setting out the business to be discussed.
87. The quorum necessary for the conduct of business at any Board meeting may be determined by the Members in General Meeting but in the absence of any such determination shall be seven members of the Board.
88. Voting at meetings of the Board shall be by a show of hands unless before or on the declaration of the result of a show of hands a poll is demanded by the Chairman or by at least two members present. In the case of equality of votes either on a show of hands or a poll the Chairman shall not have a second or casting vote.
89. The Director shall be entitled to a vote at Board meetings on all resolutions, other than those relating to the remuneration, disciplinary or grievance procedures.
90. All acts done by any meeting of the Board or by any person acting as a member of the Board shall be valid notwithstanding that it be afterwards discovered that there was some defect in the appointment of any member of the Board or that they or any of them were disqualified to be members of the Board.

## **POWERS OF THE BOARD**

91. The Board may exercise the following powers:
  - (a) To enter into all such negotiations, contracts and engagements and execute and do all such acts, deeds and things in the name of, and on behalf of, the Association as may be considered desirable.
  - (b) To deal with and determine matters of general policy.
  - (c) To make and from time to time alter add to or rescind any obligations of membership or codes of practice relating to any matters within the objects of the Association. Provided that no such obligations or codes shall have any validity or effect if they amount to or involve such an alteration or addition to these Articles as could only validly be made by special resolution.
  - (d) To control, use and apply the funds and property of the Association and to invest such funds in any stocks funds or securities as may from

time to time be authorised by law for the investment of trust funds and from time to time to vary such investments.

- (e) To appoint such committees, and the Chairman of such committees and to discharge or suspend such committees, or to appoint or remove any member thereof, as may be considered desirable; and to delegate to such committees such powers and authority, and to make such regulations as regards their procedure as may from time to time be considered desirable.

## **FINANCE**

- 92. The Board shall cause proper books of account to be kept with respect to all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place and to the assets and liabilities of the Association. The books shall be kept at the offices of the Association and shall be open to inspection by Members at all reasonable times.
- 93. A reporting accountant shall be appointed annually and their duties shall be carried out in accordance with the statement of standards for reporting accountants.
- 94. The Association shall, at least once in every year, submit the accounts of the Association for independent review by the reporting accountant and shall lay such accounts, together with the reporting accountant's report, before a General Meeting for approval.
- 95. The Association shall operate a banking account with such bank as the Board shall, from time to time, determine. All monies received on account of the Association shall be paid in to its bank account. All cheques drawn thereon shall be signed jointly by two of the following: The President, The Vice President, Immediate Past President and the Director of the Association.

## **ANNUAL REPORT**

- 96. The work of the Association shall be the subject of an Annual Report which shall be submitted to the Association at the Annual General Meeting by the Director of the Association.

## **COMPANY SECRETARY**

- 97. The Board may appoint a Company Secretary for such term at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

## **BREACH OF MEMORANDUM AND ARTICLES AND /OR OBLIGATIONS OF MEMBERSHIP**

98. Any alleged infringement of the Memorandum or Articles of Association or Obligations of Membership, or any complaint against any Member in connection with his membership of the Association, shall be reported in writing to the Board, and shall be communicated in due form to the Member against whom the complaint is made with a request for an explanation.
99. The Board shall have the right to call for, and the Member shall submit to the Board within 14 days, all correspondence and relevant documents to enable a complete investigation to be made, even if such correspondence relates to apparatus or material other than signs, provided it is relevant to the investigation.
100. On completing their investigation the Board shall come to a conclusion and shall send that conclusion to the Member whose action has been investigated. On receipt of such conclusion, that Member shall make a reply in writing within fourteen days, and on receipt of such reply, or failure to reply, the Board shall consider and determine any further action to be taken on the matter. The name of the purchaser if any shall not be disclosed to the Members other than Board members except with the written consent of the Member concerned.

## **INDEMNITY**

101. The President, Vice-President, members of the Board and any Committee, the Director of the Association and the other officers for the time being of the Association shall be indemnified out of the funds of the Association against all costs, charges, losses, damages and expenses which they shall respectively incur or sustain on account of any act, deed, matter, or thing which shall be concurred in, or omitted by them, respectively, in or about the bona fide execution of their duty in their respective offices; and shall be reimbursed by the Association all reasonable expenses incurred by them in or about any legal proceedings or arbitration on account of the Association, or otherwise, in the execution of their respective offices - except such costs, losses and expenses as shall happen through their respective wilful acts, neglect, or defaults - and none of them shall be chargeable for any money which he shall not actually receive, or be answerable for the act, receipt, neglect or default of any other Member of the Association, or Officer, or any Bankers, Broker, Collector, Agent, or other person appointed by the Association, with whom or into whose hand any property, funds, or monies of the Association may be deposited or come; or for the insufficiency of any security or investment in, or upon, which any monies of the Association shall be invested by order to the Association, or for any loss or damage which may happen in the execution of his office - unless the same shall happen through his own wilful act, neglect or default.

## **SEAL**

102. The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of two members of the Board or one member of the Board and the Director of the Association, and the said members and Director of the Association shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any lender, purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

## **ALTERATIONS TO THE ARTICLES**

103. The Association may by a Special Resolution in General Meeting alter add to or rescind any of the provisions of these Articles.

## **DISSOLUTION**

104. The Association may be dissolved by a Special Resolution to that effect passed in General Meeting and such Resolution may provide for the manner in which the affairs of the Association are to be wound up.
105. The Board may decide to make provision for the benefit of persons employed or formerly employed by the Association in connection with the cessation or transfer to any other institution of the whole or part of the undertaking of the Association.
106. If upon winding up or dissolution of the Association there remains, after the satisfaction of all its debts, and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Association but shall be given or transferred to some other institution, or institutions, having objects similar to the objects of the Association, to be determined by the Members of the Association, at or before the time of dissolution, or in default thereof, then as provided by the Articles of Association.

## **CONSTRUCTION**

107. The Board shall have power to determine any question which may arise as to the construction or meaning of these Articles or on any matter which is not provided by these Articles, and such decisions shall be final and binding on all Members until decided otherwise by a General meeting.

## **SECRECY**

108. All information, whether oral, documentary, or electronic which it shall be necessary for the Members to disclose to each other or to the Director of the

Association at any time, including all discussions and resolutions at meetings of the Members, shall be deemed to have been disclosed in strictest confidence.

## **NOTICES**

109. A Notice may be served by the Association upon any Member, either personally, electronically or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the register of Members.
110. Any notice, if 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 as a prepaid letter.

## **NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

IAN MARK DRINKWATER  
Sales Director  
Applelec Sign Components Ltd  
Walker terrace  
Wakefield Road  
Bradford BD4 7HP

CRAIG ALEXANDER BROWN  
Managing Director  
Signs Express Limited  
The Old Church  
St. Matthew's Road  
Norwich  
Norfolk NR1 1SP

DATED this 13<sup>th</sup> day of April 2011

### **WITNESS to the above signatures**

DAVID CATANACH  
Director  
British Sign & Graphics Association  
5 Orton Enterprise Centre  
Bakewell Road  
Orton Southgate  
Peterborough  
Cambridgeshire PE2 6XU



**BRITISH SIGN  
& GRAPHICS**  
A S S O C I A T I O N

**Obligations of Membership  
and  
Code of Practice**

# THE COMPANIES ACT 1985

## COMPANY LIMITED BY GUARANTEE

### OBLIGATIONS

#### 1. Extent, Introduction and Principles

The Obligations of Membership of the British Sign and Graphics Association (BSGA) set out below, and any alterations or additions which may be made from time to time in accordance with the BSGA Articles of Association, shall be binding on and be observed in letter and spirit, by every Member and the word "Member" in these obligations and any alterations or additions shall be construed accordingly.

It is expected that Members of the BSGA will at all times conduct their business affairs in a professional, honest and decent manner towards their clients, customers, the general public, their employees or representatives, other members of the BSGA (and its Officers) and anyone else with whom they may come into contact for business purposes.

It is additionally expected that Members of the BSGA shall be bound to further to the best of their ability the objects, interests and influence of the BSGA and shall observe and follow all current laws, by-laws, legislation and any codes in force.

Supplementary to the above, Members of the BSGA will also strive to provide training and educational opportunities to their employees or representatives wherever possible in order to offer a fully qualified and competent workforce who have received accepted standards of training in all relevant aspects of signmaking and have achieved the appropriate levels of qualification.

Memorandum 4c-(1) of the Association states that one of its objectives shall be "to promote a high standard of quality, design, workmanship and good commercial practice within the sign industry." In compliance with this clause the BSGA will from time to time prepare and publish Technical Guidelines in regard to signs and materials used in the manufacture of signs and will take any other steps that may be desirable in order to provide standards of size, quality and practice for the guidance of signmakers.

It is understood that by being a Member of the BSGA, all those employed and associated with the Member's Business will uphold the above Principles at all times.

Should any Member be found to be failing to uphold any of these Principles, then, after due consideration by the BSGA Council of all the relevant facts, the BSGA Council shall be entitled to, at its own discretion, terminate the Membership with immediate effect and without any refund of Membership

Fee. Termination in this way, overrides any consideration or clauses set out in the Articles of Association.

## **2. BSGA Emblem**

No emblem other than the emblem approved by BSGA Council shall be used by Members to indicate membership of the BSGA. The member is only entitled to use the BSGA Emblem appropriate to their Membership level or description.

## **3. Planning - General**

Members shall at all times ensure that customers are aware of their statutory obligations under the:

Town and Country Planning (Control of Advertisements) Regulations 2007 (as amended) for England or,

Town and Country Planning (Control of Advertisements) Regulations 1992 for Wales or,

Town and Country Planning (Control of Advertisements) (Scotland) Regulations 1984 for Scotland or,

Planning (Control of Advertisements) (Northern Ireland) 1992 for Northern Ireland or,

any regulations superseding these Regulations. Customers should be advised of any local regulations or controls of which the Member has knowledge, but Members are not expected to be responsible for customers' obligations in respect of tenancy agreements, landlords' controls and the like.

## **4. Statutory Requirements**

Signs and work carried out on sign installations shall comply with the Health & Safety at Work Act 1974 and all other relevant legislation.

## **5. Standards**

The design, construction and installation of signs shall conform to British Standard BS 559 1998 - (7).

Where not otherwise specified in BS 559, all materials, structural members and fixing devices shall conform to the relevant British Standard.

## **6. Power Factor Correction**

A Statement indicating whether or not power-factor correction is included shall be incorporated in all quotations for illuminated signs. This applies to all signs illuminated by fluorescent lamps, cold-cathode (neon) tubing or floodlighting. The statement should include either of the following:

- a) The quotation includes for the provision of power-factor correction to better than 0.85 lagging; or
- b) The quotation does not include for the cost of power-factor correction. If such correction is required by the local Electricity Supply Company it will be charged extra.

**Note 1:** Illuminated signs having inductive components such as transformers or chokes should include suitable power-factor correction. For small premises, the requirement for adequate power-factor correction is normally part of the customer's agreement with the supply company. For larger premises, the customer may pay a premium based on KVA demand. The value of KVA demand is affected by the overall power factor of the premises.

**Note 2:** Power-factor correction may be included in the circuits of illuminated signs as part of a filter to reduce the amount of interference (generated by the lamp) reaching the mains-supply cables. This may be necessary to comply with the requirements of the EMCD.

## **7. Warranty**

Members shall observe the accepted standard of the industry which is a warranty against all failures due to faulty workmanship or materials on the part of the supplier during the period of 6 months from the date of completion of the installation.

The exception to the above arises where a direct specification from the customer in open tender specifies some other term of guarantee where all tenderers are placed on the same footing.

## **8. Territory**

These Obligations shall apply to signs sold for use in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, though Members should be aware that many of the Standards referred to in 5 above have equivalent in force elsewhere in Europe.

## **9. Additional Obligations**

In addition to the above Obligations which are mandatory it is required that the following Code of Practice be complied.

## CODE OF PRACTICE

### 1. Planning - Application for Consent

Every Member should attach to all estimates and quotations or acknowledgements of orders for signs, advice advising the customer that they may be subject to the provisions of the applicable current regulations for planning consent.

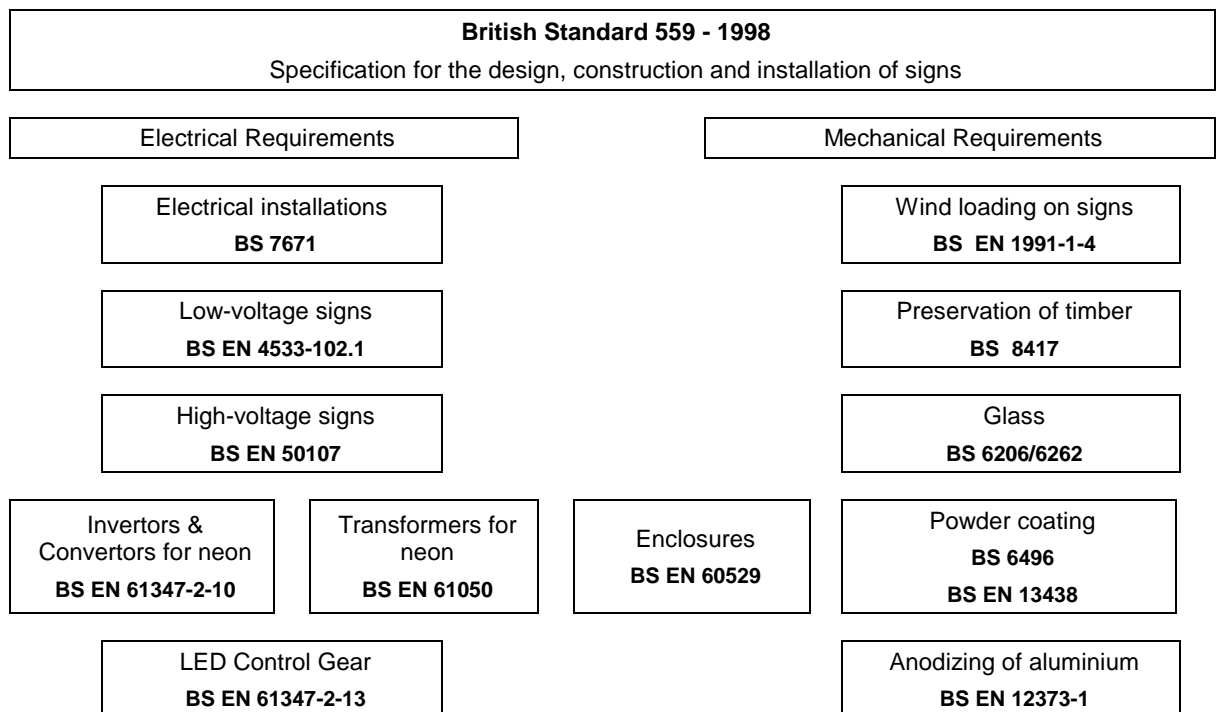
Application for consent is the responsibility of the purchaser or hirer but may, if desired, be made on their behalf by the supplier of the sign.

### 2. Technical Standards for the construction of signs

Signs should be constructed, installed and maintained in accordance with the advice given in the relevant BSGA Technical Guidelines (12)

The luminance of signs should not exceed the limits recommended in the ILE Technical Report No. 5 "Brightness of Illuminated Advertisements" (15). Lighting should be provided to achieve the evenness of illumination recommended in the relevant BSGA Technical Guidelines.

As a guide, the Relationship between BS 559 - 1998 and the most common other UK and EU standards is illustrated by the following chart



**Note 1:** Where not otherwise specified in BS 559, all materials, structural members and fixing devices shall conform to the relevant British Standard and current legislation.

### **3. Requirements for Installation**

When working on site, Members shall conform to the HSE safety guidelines (13) and all other relevant and current legislation. In addition, Members' Employees and Representatives should hold all relevant certificates and licences that allow qualified personnel onto site and or operate appropriate machinery and equipment.

#### **Other Requirements and Guidelines**

- a) The use of ladders, scaffolds and other access equipment shall conform to the recommendations in HSE Guidance Notes 'CIS 49 - General Access Scaffolds and Ladders, 1997', 'The selection and management of mobile elevating work platforms', 'Preventing falls from boom type mobile elevating platforms' and 'Working at Height Regulations' (13) and any subsequent revisions. The use shall also conform to the recommendations provided by the supplier of the access equipment.
- b) Work on petrol stations shall conform to the recommendations in HSE Guidance Note HS (G) 41, 'Petrol Filling Stations: Construction and Operation' (13) and any subsequent revision.
- c) Storage of paints or other flammable materials on site shall conform to the recommendations in HSE Guidance Booklet HS (G) 51, 'The Storage of Flammable Liquids in Containers' (13) and any subsequent revision.
- d) Electrical installation and testing shall conform to the recommendations in the following HSE publications: HSG 141, 'Electrical Safety on Construction Sites', GS38, 'Electrical Test Equipment for Use by Electricians', HSG 107, 'Maintaining Portable and Transportable Electrical Equipment' and any subsequent revisions.

### **4. Maintenance Services**

Maintenance Contracts or Agreements should include:-

- a) A schedule of the items and or equipment and or property to be maintained and to the scope of the maintenance to be performed..
- b) Provision for the renewal or repair or replacement of all faulty luminous discharge tubes, all necessary transformers and other parts of the equipment being maintained except where the need for such renewal, repair or replacement is due to failures or damage arising from:-
  - (i) Work done on the installation by persons not directly authorised by the Contractor, or
  - (ii) An Act of God, or

- (iii) The actions or negligence of any third party.

The Contract should further state whether or not the charges to be made include such renewals or repair.

- c) Provision for apparatus, signs and tubes, ironwork and backgrounds to be checked and cleaned as necessary on a regular basis.
- d) A provision that the contractor shall not be responsible for deterioration due to fair wear and tear, nor for the corrosion of inaccessible sections of the installation.

**Note 2:** Reference can be made to the BSGA Technical Guideline B5 which is based on a minimum set of standards. Members are encouraged to offer higher standards than those specified.

**Note 3:** A Maintenance Price Index (MPI) is compiled annually by the British Sign & Graphics Association for Members. Members who undertake maintenance contracts or agreements are strongly recommended to use the MPI when negotiating with customers.

## References

The BSGA has used its best endeavours to provide an adequate and up-to-date listing of relevant regulations that Members must make themselves aware of however this listing is in no way intended to be absolute. The BSGA recommends that Members make themselves aware of all relevant and current legislation, laws, by-laws and Codes of Practice.

- (1) The Memorandum of Agreement and Articles of Association of BSGA - Every Member has a copy and further copies are available for download from the BSGA website.
- (2) Town and Country Planning (Control of Advertisements) Regulations - Members should refer to BSGA Technical guideline - K1. Copies of the detailed regulations may be obtained from The Stationery Office or through the Government Planning Portal.
- (3) The requirements for the Low-Voltage Directive have been implemented into UK legislation by the Electrical Equipment (Safety) Regulations, 1994. These regulations apply to all electrical equipment designed or adapted for use with any voltage between 50 and 1,000 volts a.c. and 75 and 1,500 volts d.c. and supplied for use in the UK.
- (4) The requirements for the Electromagnetic Compatibility Directive have been implemented into UK legislation by the Electromagnetic Compatibility Regulations 1992, SI No. 2372, as amended by the Electromagnetic Compatibility (Amendment) Regulations 1994.

- (5) Copies of the Health and Safety at Work. Act 1974 may be obtained from The Stationery Office or appointed agents.
- (6) Copies of the Electricity at Work Regulations 1989 may be obtained from The Stationery Office or appointed agents.
- (7) BS 559 - 1998: "Specification for the design, construction and installation of signs".
- (8) BS EN 50107: "Signs and Luminous-discharge-tube installations operating from a no-load rated output voltage exceeding 1,000 V but not exceeding 10,000 V".
- (9) BS 4533: "Luminaires: part 101: "Specification for general requirements and tests", Part 102: "Particular requirements"
- (10) BS 6399: "Loading for buildings", Part 2: "Code of Practice for wind loads"

Copies of the above British Standards may be obtained from:

BSI  
389 Chiswick High Road  
London  
W4 4AL

**Tel:** +44 (0)20 8996 9001  
**Fax:** +44 (0)20 8996 7001  
**Web:** [www.bsigroup.com](http://www.bsigroup.com)  
**Email:** [cservices@bsigroup.com](mailto:cservices@bsigroup.com)

- (11) BS 7671: "Requirements for electrical installations - IEE Wiring Regulations (including subsequent revisions)

Copies of the current IEE Wiring Regulations may be obtained from:

The Institution of Engineering and Technology  
Michael Faraday House  
Stevenage  
Herts  
SG1 2AY

**Tel:** +44 (0)1438 313 311  
**Fax:** +44 (0)1438 765 526  
**Web:** [www.theiet.org](http://www.theiet.org)  
**Email:** [postmaster@theiet.org](mailto:postmaster@theiet.org)

- (12) Members may download Technical Guidelines from the Members area of the BSGA web site:

The British Sign & Graphics Association

5 Orton Enterprise Centre  
Bakewell Road  
Orton Southgate  
Peterborough  
PE2 6XU

**Tel:** 01733 230033  
**Fax:** 01733 230993  
**Email:** [info@bsga.co.uk](mailto:info@bsga.co.uk)  
**Web:** [www.bsga.co.uk](http://www.bsga.co.uk)

- (13) Copies of HSE Guidance Notes and the Environmental Guidance Notes may be obtained from:

HSE Books  
PO Box 1999  
Sudbury  
Suffolk CO10 2WA

**Tel:** +44 (0)1787 881165  
**M/com:** +44 (0)1787 310889  
**Fax:** +44 (0)1787 313995  
**Email:** [hsebooks@prolog.uk.com](mailto:hsebooks@prolog.uk.com)  
**Web:** [www.books.hse.gov.uk/hse/public/home.jsf](http://www.books.hse.gov.uk/hse/public/home.jsf)

- (14) Copies of the COSHH Regulations may be obtained from The Stationery Office or appointed agents.

- (15) Copies of ILE Technical Report No 5 may be obtained from:

Institute of Lighting Engineers  
Lennox House  
9 Lawford Road  
Rugby  
Warwickshire  
CV21 2DZ

**Tel:** +44 (0)1788 576492  
**Fax:** +44 (0)1788 540145  
**Email:** [info@ile.co.uk](mailto:info@ile.co.uk)  
**Web:** [www.ile.co.uk](http://www.ile.co.uk)

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