



The Bathroom Manufacturers Association

Constitution of Bathroom Manufacturers Association

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DEFINITIONS

1. In the construction of this Constitution the following words and expressions shall, where the context permits, have the following meanings respectively:

"Association"	means the Bathroom Manufacturers Association.
"Bathroom Equipment"	means Sanitaryware, Baths,, Taps, Showers & Controls and any other furniture, radiators or other accessories for bathroom use.
"Baths"	means baths and shower enclosures of all materials including shower trays, shower screens and enclosures but excluding Taps, Showers & Controls.
"CEDR Solve"	means Centre for Effective Dispute Resolution Limited.
"Centre of Excellence"	means a forum to drive forward the marketing and training strategies as previously agreed by the Association in general meeting.
"control"	control includes control exercised through an appropriate sub-contracting agreement
"Industry"	means the business of the manufacture and/or distribution of Bathroom Equipment.
"Management Committee"	means the Committee constituted in accordance with clauses 32 to 36 hereof.
"Notice"	includes all written communications to members.
"Office"	means the principal office for the time being of the Association.
"Ordinary Resolution"	means a resolution passed by simple majority of those voting on it.
"Product Group"	means each of the following categories of product, namely:-

- Sanitaryware
- Baths
- Taps, Showers and Controls
- Centre of Excellence and
- Any other products or services which are similar to or complementary to any of the above and which the members of the Association determine by Ordinary Resolution to be such.

"Qualifying Products" products comprising or included in one or more Product Groups;

"Qualifying Business" a business which, in relation to Qualifying Products, carries on or controls all of the following elements, namely:-

- product design;
- product development;
- raw material procurement;
- product manufacture/production/assembly
- packaging
- product distribution

"Sanitaryware" means sanitaryware of all materials including toilet seats and wooden furniture but excluding Taps, Showers & Controls.

"Secretary" includes any person appointed to perform the duties of secretary of the Association whether temporarily or otherwise.

"Special Resolution" means a resolution passed in accordance with the provisions of clause 74 hereof.

"Turnover" has the meaning attributed to it in Schedule 2 hereto.

"Taps, Showers & Controls" means taps, showers and controls of all materials including taps, mixers and showers.

- 1.2 Where a group of undertakings is organised on a divisional basis, whether by reference to the functions of particular parts of the group or otherwise, references in this Constitution to a "corporate body" or "subsidiary" shall include a division so organised, although such division may not have separate corporate existence.

NAME

2. The name of the Association shall be "Bathroom Manufacturers Association" or such other name as shall from time to time be approved by Special Resolution.

ADDRESS

3. The Office shall be at Federation House, Station Road, Stoke on Trent or at such other address as the Management Committee shall from time to time determine.

OBJECTS

4. Unless and until otherwise determined by Special Resolution, the objects of the Association are:
- 4.1 To promote co-operative consideration and discussion of all questions affecting the whole or one or more sections of the Industry and generally to promote the interests, welfare and prosperity of corporate bodies engaged in the Industry and to encourage co-operation between them.
- 4.2 To act as a channel of communication between the Industry and HM Government or any department or representative of HM Government or any body or authority sponsored by HM Government, or any statutory, public or local authority, on any matter affecting the Industry or any section thereof.
- 4.3 To act as a channel of communication between the Industry and the Institutions of the European Union and any government overseas and any department or representatives of any such Institutions or government; and organisations of suppliers of goods and services to the Industry and of customers, exporters, importers, distributors and agents handling Bathroom Equipment; and any other persons or organisations with whom, in the opinion of the Association, any matter affecting the Industry of any section thereof may with advantage be discussed or negotiated.
- 4.4 To act as a channel of communication between the Industry and other industries in the United Kingdom and in other parts of the world and organisations representing such industries.
- 4.5 To encourage the exchange of information regarding technical development and manufacturing processing in the industry.

- 4.6 To assist in and promote the improvement of quality, design and methods of production and distribution of Bathroom Equipment within the Industry and of services to customers of the Industry, and to represent the Industry in the formulation and amendment of both national and international standards and codes of practice.
- 4.7 To obtain for the Industry, by propaganda and otherwise, publicity in all forms and media; and to promote and join in promoting trade exhibitions and similar displays and other forms of advertisement wholly or partly concerned with bathroom equipment; and to participate in Government, national and trade missions, schemes and campaigns, which the Association think may directly or indirectly conduce to the attainment of any of its other objects.
- 4.8 To organise and assist in the holding of conferences, seminars and other functions for the discussion and dissemination of information on any matters falling within the scope of the other objects of the Association and to employ advisers, lecturers and others for such purposes.
- 4.9 To prepare, print, publish and circulate books, periodicals and other literary undertakings or other means of communication (including films and tapes) with reference to the production and use of bathroom equipment.
- 4.10 To collect and disseminate statistics, data and information for any of the before-mentioned purposes.
- 4.11 To establish and support, or aid in the establishment and support of, any charitable or benevolent organisations, and to subscribe and guarantee money for charitable or benevolent purposes in any way connected with the Industry.
- 4.12 To establish and support or aid in the establishment and support of associations, institutions, pensions and other schemes, funds and trusts, calculated to benefit officers and employees, or ex-officers and employees, of the Association or the dependants of such persons; and to grant pensions, gratuities and allowances to, and make payments towards, insurance of any such person.

POWERS

5. In fulfilment of the objects of the Association as set out in clause 4 hereof, the Association shall have the following express powers:
 - 5.1 To provide moneys and other assistance for the carrying out of any of its objects.
 - 5.2 With the approval of a Special Resolution, to borrow or raise any money that may be required for the carrying out of its objects, upon such terms, as the Association may deem advisable, and in particular by the issue of debentures, mortgages or charges on all or any part of the

property of the Association, the giving of guarantees of the issue of promissory notes or other obligations or securities.

- 5.3 To draw, make, accept, endorse, discount, execute the issue promissory notes, bills of exchange and other negotiable or transferable instruments.
- 5.4 To accumulate funds and to invest the moneys of the Association not immediately required, in or upon such investments, securities or property as may from time to time be authorised by law for the investment of trust funds.
- 5.5 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and in particular any lands, buildings, offices and equipment and any rights or privileges necessary or convenient for the purposes of the Association; and to construct, alter, improve and maintain any buildings which may from time to time be required for the purposes of the Association and to manage, develop, sell, let, mortgage or otherwise dispose of or deal with all or any part of the same with a view to the promotion of any of the objects of the Association.
- 5.6 To provide services to other organisations, persons, and companies, upon such terms as the Association shall deem appropriate.
- 5.7 to acquire, merge with or enter into any partnership or joint venture organisation in furtherance of the objects of the Association.
- 5.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.
- 5.9 to employ and remunerate such staff as are necessary for carrying out the work of the Association.
- 5.10 To retain and employ skilled professional, technical or other advisers and to obtain the services of other organisations, in connection with any of the objects of the Association and to pay for services so obtained such fees and remuneration as may be thought expedient.
- 5.11 With the approval of a Special Resolution, to amalgamate or enter into partnership or joint venture with any organisation or company carrying on, in the Industry or in related industries, any activities which the Association is hereby authorised to carry on; and with the like approval, to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such organisation or company or to transfer all or any part of the Association's property, assets, liabilities and engagements to any such organisation or company.

- 5.12 to do all such other lawful things as are necessary for the achievement of the objects of the Association.

ELIGIBILITY FOR MEMBERSHIP

6. Nothing in this Constitution shall be deemed in any way to create a partnership between any of the members of the Association, or to constitute any of such members the agent or agents of the others or other of them, or to confer on any of such members any further or other rights in respect of the business carried on by any other of the members than are herein expressly or by necessary implication conferred.
7. The members of the Association as at the date of adoption of this Constitution are those persons listed in Schedule 1 hereof. Other persons shall be elected to membership if:
- 7.1 such person carries on itself or through a subsidiary company and as a business a Qualifying Business; and
- 7.2 The Qualifying Business so carried on has a physical place of business within the United Kingdom from which it provides an appropriately manned technical and field support facility to customers within the United Kingdom.
8. Where a corporate body is a subsidiary and no other subsidiaries of the same holding company is already a members that corporate body shall not be elected a member of the Association unless all other subsidiaries of the same holding company which are eligible for membership apply for membership at the same time, provided nevertheless that the Association may waive the application of this requirement by Special Resolution.

ELECTION TO MEMBERSHIP

9. No person shall be admitted to membership unless an application shall have been furnished in writing to the Secretary on its behalf, setting out all such particulars as may from time to time be required by the Management Committee and including an undertaking that the applicant will, if elected, conform to and carry out all the obligations of membership.
10. Each such application shall be referred by the Secretary to the Management Committee and shall be considered by that Committee, after it has made any such further enquiries, as it considers necessary to the Association in general meeting.
11. Each such application shall be considered by the Management Committee. If the application is approved by the Management Committee, the applicant shall be admitted to membership as from the date specified in the approval. If the application is not so approved, the applicant shall be notified in writing of the refusal together with the reasons for that refusal.

12. Within 28 days of service of notification of refusal the applicant shall be entitled to lodge an application against the refusal and the provisions of Schedule 3 shall apply. A person will also be admitted to membership of the Association pursuant to and in accordance with the appeals procedures set out in Schedule 3.

RIGHTS AND OBLIGATIONS

13. Each full member is entitled, through its authorised representatives, to attend all meetings of the Association and to speak and vote thereat and to nominate eligible representatives for membership of any elective committee of the Association.
14. A member, who considers that its interests have been or may be prejudicially affected by any activity undertaken or proposed to be undertaken by the Association or an officer thereof, may make representations to the Management Committee against the particular activity objected to, setting forth the grounds of its objection. The Management Committee shall deal with each such objection in accordance with clause 88 hereof.
15. Every member of the Association shall be bound:
 - 15.1 To observe the provisions set out in Schedule 2 and to pay to the Association such joining fee (if any), annual or other levies as are set out in Schedule 2 or at such other rates as shall from time to time be fixed by the Association in a General Meeting, such payments to be made at the times, in manner and subject to the conditions prescribed by the Management Committee or as determined in a General Meeting.
 - 15.2 If so required as a condition attaching to the grant of membership, to pay the said levies for a minimum period of 1 ½ years from the date of admission to membership, whether or not it remains in membership for that period.
 - 15.3 In the event of a member or its auditors failing to furnish to the Association in due time any information required to enable the Association to assess the amount of any payment due under paragraphs 15.1 and 15.2 of this clause, to pay to the Association, such amounts as shall be due under a determination by the Management Committee of the basis on which a payment shall be provisionally levied on such member, any further payment due from the member or any repayment due to it to be made forthwith after the amount finally due shall have been ascertained.
 - 15.4 To observe the provisions of this Constitution for the time being in force and not to engage in conduct or practices which is or are incompatible with the objects of the Association.
 - 15.5 To treat, and to require its officers and employees to treat, all information obtained by virtue of membership and which is not the subject of common knowledge nor openly published elsewhere, as strictly confidential and not to be communicated either directly or indirectly to

any person or corporate body not being a member of the Association without the written consent of the Management Committee, and to continue to abide by this provision in the event of its ceasing to be a member.

- 15.6 When required by the Management Committee, to furnish to the Committee such information as it may reasonably require as to the member's continued eligibility for membership under clauses 6 to 8 hereof.
- 15.7 To pay and make good to the Association any loss or damage which it may sustain through any wilful act or default of the member, being an act or default, which is a breach of the foregoing paragraphs of this clause.

TERMINATION OF MEMBERSHIP

16. The rights of a member shall not be transferable and shall, subject to the provisions of clauses 83 to 88 hereof, wholly cease upon the member failing to pay any joining fee or annual levy within three months of its becoming due or in the event of a Receiver or Liquidator or other officer being appointed in respect of the whole or a substantial part of the member's undertaking under the laws of insolvency or in the event of a Deed or Arrangement or composition being made by the member for the benefit of its creditors or in the event of that member ceasing to carry on a Qualifying Business. No assignee or other person deriving his right, title or interest through any member, shall have any better claim to any benefit to which he may become entitled by virtue of such right, title or interest, than the member through whom he claims.
17. Subject to the provisions of clause 18 hereof, a member may resign its membership by giving notice in writing to the Secretary at least six months before the expiration of any financial year of the Association.

Subject to the member paying, with such notice or by such later date as the Management Committee may determine, any unpaid levies due in respect of the current and previous years and any other contribution which the member shall have undertaken to make to the Association and also the levies for any subsequent year which the member shall on its election have given an undertaking to pay, the member shall cease to be a member at the expiration of such financial year.

18. No member shall be entitled to give notice of resignation until it shall have been a member for at least twelve months.
19. A member giving notice of resignation shall be bound to discharge all obligations of membership until such notice becomes effective under clause 17 hereof.

20. On the termination of membership pursuant to a notice of resignation or otherwise, the member so resigning shall cease to have any interest in or claim on the Association or its funds, unless otherwise determined by Special Resolution.

HONORARY OFFICERS

21. At each Annual General Meeting, the Association shall elect a President, 1st Vice-President and 2nd Vice-President who shall normally hold office as such until the conclusion of the next Annual General Meeting. Notwithstanding the normal term of office, the President and/or Vice-President shall be eligible for re-election for a further one year term subject to the nomination being approved by members at an EGM voting by Ordinary Resolution.
22. A President or Vice-President who has serviced a term of office under clause 21 shall, on the expiry of that term, be eligible for appointment to any office other than that which he is then vacating, but (subject to clause 21) no President or Vice-President shall be eligible for re-election to the office which he is then vacating until the third Annual General meeting following that at which he vacated that office.
23. No person shall be eligible for election as President or Vice-President unless he is a director of a member of the Association or the sole principal of, or a partner in, a member of the Association or a person in the full time employment of any such member.
24. A President or Vice-President shall ipso facto vacate that office:
- 24.1 if he ceases to be a Director of a member of the Association or the sole principal of, or a partner in, a member of the Association or a person in the full time employment of any member, or the corporate body of which he is such Director or full time employee ceases to be a full member of the Association;
- 24.2 if he becomes bankrupt or suspends payment of his debts or compounds with his creditors;
- 24.3 if he becomes of unsound mind;
- 24.4 if, by notice in writing to the Secretary, he resigns his office; or
- 24.5 if, by Ordinary Resolution, he is removed from office.
25. Any casual vacancy in the office of President shall automatically be filled by the 1st Vice-President until the conclusion of the next Annual General Meeting. Any casual vacancy in the office of 2nd Vice-President will be referred to the Management Committee to make recommendations to the members on the action to be taken.

A person filling a casual vacancy under the provisions of this clause shall, immediately thereafter, be eligible for election for a full term in accordance with clause 21, notwithstanding the provisions of clause 22.

STANDING COMMITTEES

26. There shall, unless otherwise determined by Ordinary Resolution, be six Standing Committees of the Association namely:

26.1 Management Committee;

26.2 Chief Executives' Committee; and

26.3 Product Group Committees for each of the four Product Groups.

27. No person shall be eligible for membership of a Standing Committee unless he fulfils the requirements set out in clause 23 in relation to eligibility for honorary office.

28. A member of a Standing Committee shall ipso facto cease to be eligible for membership of that committee on the happening of any of the events specified in clause 24 with reference to the vacation of office by honorary officers.

29. The Secretary shall cause minutes to be duly entered, in the books provided for the purposes, of:-

29.1 all appointments and retirements of Standing Committee members;

29.2 the names of members of Standing Committees present at each meeting; and

29.3 all resolutions and proceedings of Standing Committees.

30. Any such minutes of a Standing Committee meeting, if purporting to be signed by the Chairman of that meeting or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

31. The Secretary shall notify Members of the Association of the proceedings and minutes of Standing Committee meetings, in such manner and subject to such restrictions on the grounds of confidentiality as may from time to time be determined by the relevant Standing Committee. Resolutions of Standing Committees shall only become operative and binding on Members of the Association when duly approved in General Meeting except where:

31.1 executive authority is delegated by this Constitution to the Standing Committee concerned; or

31.2 the Association, on appointing a Standing Committee or subsequently thereto, has vested executive powers in such committee;

and where, in each such case, the resolution falls within the scope of such executive authority or powers.

MANAGEMENT COMMITTEE

32. The administrative business of the Association shall be managed by the Management Committee.
33. Unless otherwise determined by Ordinary Resolution, the number of members of the Management Committee (other than any ex officio members pursuant to clause 34) shall not exceed [ten] but shall not be less than two.
34. The President, 1st Vice-President and 2nd Vice-President for the time being shall be ex-officio members of the Management Committee during their term of office as such.
- 35.A At each Annual General Meeting of the Association, one-third (or the number nearest to, but not exceeding, one-third) of the appointed members of the Management Committee shall retire from office, but shall be eligible for reappointment. The members to retire by rotation may include any who wish to retire and not to offer themselves for re-appointment; and any further members so to retire shall be those longest in the office since their last appointment or reappointment and so that as between those last appointed or re-appointed on the same date, those to retire (unless otherwise agreed among them) shall be determined by lot.
- 35.B If the Association, at the meeting at which a member of the Management Committee retires by rotation, does not fill the vacancy the retiring member shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the member is put to the meeting and lost.
- 35.C No person other than a member of the Management Committee retiring by rotation shall be appointed or reappointed a member of the Management Committee at any general meeting:-
 - 35.C.1 unless he is either recommended by the President or not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member of the Association qualified to vote at the meeting has been given to the Association of the intention to propose that person for appointment or reappointment together with notice executed by that person of his willingness to be appointed or reappointed; or
 - 35.C.2 if his appointment or reappointment would result in:-
 - (i) a Product Group not being represented by a member of the Management Committee who is an employee of or otherwise connected with a Qualifying Business in relation to Qualifying Products of that Product Group; or

- (ii) the Management Committee not being able to include (without a member vacating office) a member who is an industry expert and not employed by or otherwise connected with a member of the Association; or
- (ii) members of the Association with a turnover of less than £10,000,000 not being represented by at least four members who are employees of or otherwise connected with such a member; or
- (iii) members of the Association with a turnover of £10,000,000 or more not being represented by at least four members who are employees of or otherwise connected with such a member; and

for these purposes turnover being calculated by reference to turnover for the purposes of the levies referred to in Schedule 2 of the last preceding calendar year. In case of competition, the person receiving the most votes shall be appointed and any dispute arising regarding the application of the provisions of this clause 37.2 shall be determined by the President whose decision shall be final and binding on the Association and its members.

- 35.D Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the President for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Association of the intention to propose him at the meeting for appointment or reappointment as a director.
- 35.E Subject as aforesaid, the Association may by Ordinary Resolution appoint a person who is willing to act to be a member either to fill a vacancy or as an additional director and may also determine the rotation in which any additional members are to retire.
- 35.F The members of the Management Committee may appoint a person who is willing to act to be a member of the Management Committee, to fill a vacancy, provided that the appointment does not cause the number of members to exceed any number fixed by or in accordance with the constitution as the maximum number of members or infringe any of the provisions of clause 35.C.2. A member so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the members who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
- 35.G Subject as aforesaid, a member of the Management Committee who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

36. A person ceases to be a member of the Management Committee as soon as:-
- (a) a bankruptcy order is made against that person;
 - (b) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (c) a registered medical practitioner who is treating that person gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a member and may remain so for more than three months;
 - (d) 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;
 - (e) notification is received by the Association from the member that the member is resigning or retiring from office, and such resignation or retirement has taken effect in accordance with its terms;
 - (f) that person is absent for more than twelve consecutive months without permission of the Management Committee from meetings of the Management Committee held during that period and the Management Committee resolves that his membership ceases.
37. The Management Committee shall have the following express powers:
- 37.1 To pay all expenses incurred in carrying out the objects of the Association.
 - 37.2 To purchase or otherwise acquire, and to manage, develop, sell or otherwise dispose of, in the name and on behalf of the Association, any property, rights or privileges which the Association is authorised to acquire, at such price and generally on such terms and conditions as it thinks fit.
 - 37.3 To secure the fulfilment of any contracts or engagements entered into by or on behalf of the Association.
 - 37.4 From time to time to appoint and to vary and terminate the appointments of a Director and a Secretary and such other staff as the Management Committee shall from time to time determine. Any such officer shall be appointed by the Committee for such period as it shall determine and shall exercise such powers, duties and discretion as it shall from time to time vest in him and shall be paid such remuneration, whether by way of fees, salary or otherwise and be entitled to such reimbursement of expenses, as the Committee may determine.
 - 37.5 To engage skilled, professional, technical or other assistance in connection with the business of the Association and pay such fees or remuneration as the Committee may think fit.

- 37.6 To institute, conduct, defend, compound or abandon any legal or other proceedings by or against the Association or its officers or staff, or otherwise concerning the affairs of the Association and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Association and to refer any such claims or demands to arbitration and observe and perform awards.
- 37.7 To make any receipts, releases and other discharges for money payable to the Association for the claims and demands of the Association and to determine who shall be entitled to sign on behalf of the Association, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and other documents.
- 37.8 To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Association as the Committee may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Association.
- 37.9 To delegate any of its powers to sub-committees to be constituted as the Management Committee may determine and to make and impose on sub-committees such rules, and to vary or repeal the same from time to time, as it may think fit.
- 37.10 To appoint, by power of attorney or otherwise, any persons to be the attorneys or trustees of the Association for such purposes, with such powers, and for such period and subject to such conditions, as the Committee may from time to time think fit, but so that the Committee shall not be at liberty to delegate to any such attorneys or trustees any of the discretion's vested in the Committee by this Constitution.
- 37.11 To review any decisions regarding membership pursuant to Schedule 3.
38. The Management Committee may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it may think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined, one-half of the members of the Management Committee shall be a quorum.
39. The President shall take the chair at each meeting of the Management Committee and, if he is not present at the commencement of the meeting, the 1st Vice-President or 2nd Vice-President shall take the chair. If none are present at the commencement of the meeting, the members present shall select a chairman from those present for that meeting.
40. The President may at any time, and the Secretary shall upon the written request of the President or any three members of the Management Committee, convene a meeting of that Committee. The notice of meeting shall state the character of the business to be discussed and only business of which notice has been so given shall be discussed at the meeting.

41. Each member of the Management Committee shall give to the Secretary an address in the United Kingdom at which all notices shall be serviced on him, and all notices served at such address shall be deemed to have been duly served.
42. Each member of the Management Committee, whether ex-officio or appointed, shall be entitled to one vote on all resolutions, subject to the provisions of clause 43.
43. Questions arising at any meeting of the Management Committee shall be decided by a resolution of a simple majority of the members present and voting at the meeting and, in the event of the votes being equally divided, the Chairman of the meeting shall have a second or casting vote in addition to the vote to which he is entitled as a member of the Committee.
44. A meeting of the Management Committee at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under this Constitution for the time being vested in or exercisable by the Committee.
45. All acts done by any meeting of the Management Committee or by a sub-committee thereof or by any person acting as a member of the Committee or any such sub-committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment or continuance in office of any member of the Committee or of any such sub-committee or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Committee or of such sub-committee as the case may be.
46. A resolution in writing signed, either in the form of a single document or as a number of documents, by all the members for the time being of the Management Committee, shall be as valid and effectual as if it had been passed at a meeting of that Committee duly convened and constituted.

CHIEF EXECUTIVE COMMITTEE

47. All members of the Association, who pay a membership levy as so referred to, shall be entitled to nominate one representative, eligible in accordance with clause 27, to the Chief Executives Committee. Each such nomination shall be in writing signed by a Director or the Secretary of the member and shall take effect on delivery to the Secretary of the Association. A representative so nominated shall, subject to the provisions of clause 28, continue to hold office until the nomination is revoked in a manner aforesaid and any such revocation may contain a fresh nomination by the member. Only the informed nomination shall have the right to vote on policy matters at a Committee Meeting.
48. The Chief Executive Committee may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it may think fit. Until otherwise

determined by Ordinary Resolution, one-half of the members of the Committee, representing at least one-half of the turnover in respect of which the annual levy is paid for the time being, shall be a quorum.

49. Questions arising at any meeting of the Chief Executive Committee shall be decided by a majority in number, representing a majority of the turnover referred to in clause 48, of the members present and voting. A resolution in writing signed, either in the form of a single document or as a number of documents, by all the members of the Committee for the time being, shall be as valid and effectual as if it had been passed as a meeting duly convened and held.
50. The Director appointed under clause 37.4 or, failing him, some person elected ad hoc by the Committee, shall act as Chairman at its meetings. A Chairman shall not have a casting vote at any meeting of the Committee.
51. The Chief Executive Committee shall:
 - 51.1 exercise on behalf of the Association activities of a technical and promotional nature that will effect the policy and re-direction of the Association, and that which has previously been discussed in General Meeting.
 - 51.2 exercise on behalf of the Association any other activities included in clause 4 hereof, subject to any directions of the Association in General Meeting.

PRODUCT GROUP COMMITTEES

52. All members of the Association who pay a membership levy referred to in Schedule 2 hereto shall be entitled to nominate up to three representatives to any/all of the above mentioned Product Group Committees, but only one of such representatives may vote at any meeting of the Committee. Each such nomination shall be made in like manner, and shall be subject to the like provisions for revocation and fresh nominations.
53. The procedure for each such Product Group Committee shall be as set out in clauses 48 to 50 inclusive, with the substitution of the relevant Product Group for the word "Chief Executive Committee" where it occurs in the said clauses, PROVIDED nevertheless that questions arising at any meeting shall be decided by a majority in number of the members present and voting.
54. The Product Group Committee shall undertake in respect of their respective Product Groups such activities of the Association included in clause 4 hereof as are of concern to such Product Group, within the limits of the funds provided by the relevant Product Group levy and subject to any directions of the Association in General Meeting.

ANNUAL AND OTHER MEETINGS

55. The Association shall in each year hold a General Meeting as its Annual General Meeting in addition to any other General Meeting in that year and shall specify the meeting as such in the notices calling it. The Annual General Meeting shall be held at such time and place, as the Management Committee shall determine.
56. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. At least three Extraordinary General Meetings shall be held in each year at such time and place, as the Management Committee shall determine. Other Extraordinary General Meetings shall be summoned by the Secretary on the instructions of the President or on receipt of a written request from any three full members of the Association. If the Secretary shall fail, within four days of receipt of such request, to summon an Extraordinary General Meeting the President or the members making such request may themselves summon the meeting in accordance with clause 57 hereof.

NOTICE OF MEETINGS

57. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and any other General Meetings shall be called by seven days' notice in writing at the least. The notice shall be exclusive for the day on the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and hour of the meeting and, in the case of special business, the general nature of that business; and shall be given in any manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in General Meeting, to such persons as are under this Constitution entitled to receive such notices from the Association.
58. In cases of urgency, the Secretary shall, on instructions from the President or, if he is absent from the United Kingdom, the Vice-President, summon an Extraordinary General Meeting by two clear days' notice. Such notice may be given either by telex, telephone, electronic or other verbal communication, but shall be confirmed by delivering or sending through the post written notice in manner hereinafter mentioned. A meeting so convened shall not have power to pass a Special Resolution.
59. The accidental omission to give notice of a General Meeting to, or the non-receipt of a notice of a General Meeting by, any person entitled to receive such notice, shall not invalidate the proceedings at that Meeting.

BUSINESS OF THE MEETING

60. The business of an Annual General Meeting shall be:

- 60.1 To receive and consider the Accounts of the Association for the last preceding financial year, the Balance Sheet at the end of that year, the Reports of the Management Committee and the Auditors, and any other Accounts and Report which, by any statute for the time being in force, require approval thereat.
- 60.2 To elect the President and Vice-President for the ensuing year.
- 60.3 To elect members of the Management Committee in place of those retiring or to fill vacancies.
- 60.4 To fix the rates of levy payable for the ensuing year.
- 60.5 To appoint Auditors and to fix remuneration.
61. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.
62. Subject to paragraphs 62.1 and 62.2 the President appointed under clause 21 shall take the chair at every General Meeting of the Association.
- 62.1 On the recommendation of the Management Committee or if any member of the Association duly represented at a General Meeting shall so require, the President or, failing him, the Vice-President shall take the chair for the purposes of any item on the agenda which is the subject of any such recommendation or requirement.
63. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, members entitled to one-quarter of the votes, which could be cast at the meeting in accordance with clause 69, shall be a quorum. If within fifteen minutes from the time appointed for a General Meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place and if, at such adjourned meeting, a quorum is not present within fifteen minutes from the time appointed for the meeting, those members who are present shall be a quorum and may transact the business for which the meeting was called.
64. The Chairman may, with the consent of a General Meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. If a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; and save as aforesaid, it shall not be necessary to give notice of an adjournment or the business to be transacted at an adjourned meeting.

65. At any General Meeting, a resolution of which notice has been given to members in accordance with this Constitution, passed without dissent on a show of hands or, if so required by the Chairman or by any full member on the declaration of the result on a show of hands, on a ballot by a simple majority to the votes (calculated in accordance with clause 69 hereof) of those present and voting, shall, subject to the provisions of clauses 73 to 75 hereof as to Special Resolutions, bind every member of the Association.
66. A ballot demanded on the election of the Chairman of the meeting, or on a question of adjournment, shall be taken forthwith. A ballot demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that on which a ballot has been demanded may be proceeded with pending the taking of the ballot. The result of the ballot shall be deemed to be a resolution of the meeting at which the ballot was demanded.
67. A declaration by the Chairman that, whether on a show of hands or on a ballot, a resolution has been carried, or carried by a particular majority, or lost, and an entry to that effect in the book containing the Minutes of proceedings of the Association shall be conclusive evidence of the fact, without proof of the number of proportions of the votes recorded in favour of or against such resolution.

VOTING RIGHTS

68. No Chairman of a General Meeting shall have a casting vote, either on a show of hands or on a ballot.
69. Each member of the Association who is eligible to vote and has complied with clause 71 hereof shall be entitled to vote at any General Meeting in accordance with following scale:

Turnover	Number of votes per member/Group
Up to £10m	One
Over £10m	Two

For the purposes of this clause:

- 69.1 The turnover figures shall be the member's aggregate turnover for the purposes of the levies referred to in Schedule 2 hereof for the last preceding calendar year and any member who has not completed and returned to the Secretary particulars of such turnover for that year shall have no entitlement to vote at the relevant General Meeting PROVIDED that in the case of a meeting convened prior to the date prescribed by the Management Committee for the furnishing of particulars of turnover for the last preceding calendar year, the turnover figures

for the purposes of that meeting shall be taken from the particulars of turnover for the calendar year immediately prior to the last preceding calendar year.

69.2 Voting entitlements of group companies

The voting entitlement of a group of companies which elects to take group membership and pay a levy based on total group turnover and nominates one or more of its trading entities as a separate member of the Association shall be determined by its total aggregate turnover, and not on its individual constituent companies or divisions. The Group shall have one or two votes according to its total aggregate turnover.

When the members of a group of companies elect to join the Association as separate Members, each paying a levy based on its turnover, the turnover of each company determines the voting entitlement of each Member.

70. The turnover figures referred to in clause 69 shall be reviewed every three years commencing in the year 2001, when the Management Committee shall submit a recommendation for such variations (if any) as shall be appropriate in the light of any changes during the then preceding period of three years in the Government Index of Producer Prices.

71 For the purposes of exercising its voting rights under clause 69, both on a show of hands and on a ballot, each member shall, by notice to the Secretary, either generally or, in relation to a particular meeting, at least forty-eight hours prior to the commencement thereof, nominate a person to act as its duly authorised representative at General Meetings and may, in addition, nominate an alternate or alternates to vote in his absence. Any such nominations may from time to time be revoked or varied by the member and the Secretary shall maintain a Register of current nominations and shall lay the same on the table at every General Meeting. Each such nomination, revocation or variation shall be signed by a Director or the Secretary of the member.

Any number of authorised representatives of a member may attend any General Meeting, but if more than one such representative shall be present, only the nominated representative present, whose name appears first on the Register of current nominations, may vote.

MINUTES

72. The Secretary shall cause Minutes to be duly entered in a book, provided for the purpose, of all members present at General Meetings and of all resolutions and proceedings of such meetings. Any such Minutes if purporting to be signed by the Chairman of the meeting or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such Minutes, and copies of such Minutes shall be sent to all persons entitle to receive notices of Meetings as soon as practicable after each such meeting.

SPECIAL RESOLUTIONS

73. A Special Resolution means a resolution providing for any of the following matters:
- 73.1 Any resolution under clause 20 hereof relative to the interest of a resigning member in the Association its funds.
- 73.2 The taking of disciplinary action against a member under clause 77 to 87 hereof and any determination of rights of an expelled member under clause 86 hereof.
- 73.3 The making of any modification or addition to this Constitution.
- 73.4 Any proposal for the dissolution of the Association.
74. No Special Resolution shall be passed at any General Meeting unless, in addition to due notice of the intention to propose the same as a Special Resolution having been given, in accordance with clause 57 hereof, the resolution is approved on a ballot by three-quarters of the votes (calculated in accordance with clause 69 hereof) of the members present and voting.
75. In addition to the foregoing requirements, no Special Resolution for the taking of any form of disciplinary action referred to in clause 83 shall be proposed unless there has been afforded to the member who is the subject of the resolution, adequate opportunity to submit to the Secretary written representations of reasonable length thereon and such representations have been circulated to members either with the notice of the meeting or so soon thereafter as shall be practicable; PROVIDED THAT nothing in this clause shall require the Secretary to circulate any scurrilous or defamatory matter which may be contained in any such representations.

DISCIPLINE AND GRIEVANCES

76. Disciplinary action may be taken by the Association against any member who commits any serious or persistent breach of any provisions of this Constitution or any regulation of the Association for the time being in force or otherwise acts in a manner contrary to the interests of the Association, PROVIDED that, except in respect of non-payment of any entrance fee, annual levies or other contributions due from such member of the Association, no member shall be subjected to any disciplinary action by the Association unless the member:
- 76.1 has been given written notice of the complaints against it and has been given a reasonable time to prepare its answers to those complaints;
- 76.2 is afforded a full and fair hearing; and
- 76.3 is furnished with a written statement of the findings resulting from such hearing.

77. In particular, but without prejudice to the generality of the last preceding clause, a member shall not be expelled from the Association unless reasonable notice has been given to the member that the complaints against it, if proved, may render it liable to expulsion.
78. No restriction shall be placed on any member of the Association in respect of its instituting or defending proceedings before any Court or Tribunal or giving evidence in any such proceedings.
79. Any complaint against a member falling within the scope of clause 76 may be made by any other member or by an officer of the Association by notice to the Secretary, who shall refer the same to the Management committee.
80. The Management Committee shall furnish to the member in respect of whom the complain is made, notice of the complaint made against such member and of the date, time and place at which the Management Committee will hear the complaint, affording reasonable time for the member to prepare its defence.
81. On the hearing of a complaint by the Management Committee the case against the member shall be presented by the complainant or by an officer of the Association (as the Committee may decide) and the member complained against shall be entitled to present its answer to the complaint either by a Director or by a full time employee of the member.
82. A written statement of the findings of the Management Committee resulting from such hearing, and of any disciplinary action recommended by the Committee in the event of its determining the complaint to be well founded, shall be furnished to the member.
83. A member who is so found to have been in breach of any of its obligations under this Constitution shall be liable:
- 83.1 to pay to the Association such sum as shall, in the opinion of the Management Committee, represent the loss or damage to the Association caused by the acts complained of; and/or
- 83.2 to have its membership suspended in manner specified in clause 84; and/or
- 83.3 to be expelled from the Association.
84. Suspension of membership for breach of obligations may be for a fixed period or may be for a period expressed to terminate (in the case of a breach which is capable of remedy) upon the breach being remedied to the satisfaction of the Management Committee. During a period of suspension, the member concerned shall not be entitled to receive notice of any General Meeting of the Association nor to any of the other benefits of membership, but shall nevertheless be subject to the obligations imposed by clause 15 hereof.

85. Upon the termination of a fixed period of suspension, the member concerned shall again become entitled to all the rights of a member; but in the case of a period of suspension expressed to terminate upon the breach being remedied to the satisfaction of the Management committee, if the breach shall not be so remedied within such period as the Committee shall recommend, and such recommendation shall be confirmed by a Special Resolution as provided by clause 87 hereof, the Committee may at any time after the expiration of that period direct the Secretary to serve on the member concerned not less than fourteen days' notice to remedy the breach, and if such notice shall not be complied with, the member concerned shall on the expiration thereof be deemed to be expelled from the Association.
86. A member who is expelled from the Association shall automatically cease to have any rights under this Constitution, and shall cease to have any rights, title or interest in any funds or property of the Association, unless otherwise determined by Special Resolution; but any such member shall continue to be under the obligation contained in clause 15.7 hereof and to any outstanding obligations under clauses 15.1 to 15.6 and 83.1.
87. Notwithstanding the foregoing provisions, no recommendation of the Management Committee involving the suspension or expulsion of a member shall take effect until the same have been confirmed by a Special Resolution passed in accordance with the provisions of clauses 73 to 75 hereof or if applicable the appeals procedure referred to below has been exhausted. The Management Committee shall give the suspended or expelled member notice of the Special Resolution within 7 days of the passing of the same and the suspended or expelled member shall be entitled to invoke the appeals procedure set out in Schedule 3.
88. Subject to clause 87, any grievance arising under clause 14 hereof shall be notified to the Secretary who shall refer the same to the Management Committee. The provision of clauses 80 to 83 hereof as to complaints against a member shall apply, mutatis mutandis, to the determination of any such grievance on the part of a member; and the aggrieved member may require the findings and recommendations of the Management Committee to be referred to a General Meeting for confirmation or otherwise by Ordinary Resolution.

FUNDS AND PROPERTY

89. The funds and property of the Association shall be under the general control of the Management Committee, which shall cause proper books of account to be kept with respect to:
- 89.1 All sums of money received and expended by the Association and the matters in respect of which the receipts and expenditure takes place;
- 89.2 All sales and purchases by the Association;

- 89.3 All assets and liabilities of the Association; and
- 89.4 All such other matters as may be required by any statute for the time being in force.
90. The books of account shall be kept at the Office and shall at all times be open to inspection by members of the Management Committee. The Committee may from time to time determine at what times and places, and under what conditions, the accounts and books or any of them shall be open to the inspection of member of the Association.
91. Any sums received by the Association and not immediately required to be expended for any of its objects may, at the discretion of the Management Committee, be invested in or upon the security of such investments, securities or property as are for the time being authorised by law for the investment of trust funds; and the net dividends, interest and income on any such investments, securities or property, after payment of tax, shall be added to the Association's funds.
92. The Management may from time to time recommend to a General Meeting that any part of the funds of the Association be placed to a special account for the purpose of meeting future expenditure which it is then intended or reasonably expected that the Association will incur. The Management Committee may similarly recommend that sums be re-transferred from a special account when they are of opinion that any amount of standing to the credit of such account will not be required for the purpose for which the account was created.

ANNUAL ACCOUNTS, REPORTS AND AUDIT

93. The Management committee shall cause to be prepared and laid before the members in General Meeting a Revenue Account, Balance Sheet and any other Account for the time being required by law. Each such Account shall give a true and fair view of the matters to which it relates.
94. Each such Revenue Account, Balance Sheet and other Account shall be audited by a qualified auditor appointed by the members in General Meeting, and a qualified auditor so appointed shall be re-appointed for each subsequent year of account unless:
- 94.1 a resolution has been passed by the Association in General Meeting appointing some other auditors or auditors or providing expressly that he shall not be re-appointed; or
- 94.2 he has given to the Association notice in writing of his unwillingness to be re-appointed; or
- 94.3 he is ineligible for re-appointment as auditor for the current year of account; or
- 94.4 he has ceased to act as auditor by reason of incapacity.

PROVIDED that where notice is given of an intended resolution to appoint some person or persons in place of a retiring auditor and the resolution cannot be proceeded with at the meeting because of the death or incapacity of that person or persons, or because he or they are ineligible for appointment as auditor or auditors for the current year, the retiring auditor shall not be automatically reappointed by virtue of this clause.

95. Every auditor for the time being shall:
- 95.1 have the right to access at all time to the Association's accounting records and to all other documents relating to its affairs;
 - 95.2 be entitled to require from its officers such information and explanation as he thinks necessary for the performance of his duties as auditor;
 - 95.3 be entitled to attend all General Meetings of the Association and to receive all notices of and other communications relating to a General Meeting which a member is entitled to receive;
 - 95.4 be entitled to be heard at any meeting that he attends, on any part of the business of the meeting that concerns him as auditor.
96. The Secretary, acting on instructions of the Management Committee, shall furnish such Annual Returns to such persons as may from time to time be required by law.
97. The Management Committee shall also cause to be prepared an Annual Report of the Association which shall comply with all legal requirements for the time being in force and copies of such report shall be furnished to all members and to the auditor or auditors for the time being, with the Annual Accounts of the Association.

AMENDMENTS AND DISSOLUTION

98. Any alteration, addition to or variation of this Constitution may be effected by a Special Resolution passed in accordance with clause 74 hereof.
99. The members may, by Special Resolution passed in accordance with clause 74, resolve that the Association is dissolved. Any such Special Resolution may direct how the assets (if any) available for distribution after payment of all the Association's liabilities and expenses, shall be disposed of; and subject to any such resolution, the assets so available for distribution shall be divided amongst the members at the date of the resolution in proportion to the amounts paid by them by way of annual levy during the last three complete financial years of the Association prior to the date of the resolution. With the approval of a Special Resolution, any such distribution may be made wholly or partly in specie and the Management Committee may such purpose, cause valuations to be made such valuations to be binding on all members.

NOTICES

100. All notices required or authorised to be given hereunder shall be in writing.
101. Without prejudice to the special provisions of clause 58 hereof as to emergency meetings, a notice may be given by the Association to any member either by leaving it at the member's registered office or by sending it by post, or in an electronic format to its registered address (if any) within the United Kingdom, as supplied by it to the for the giving of notices. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing a notice, and to have been effected at the expiration of 48 hours after the letter is put into the post as a pre-paid letter. Where a notice has been sent electronically, service of the notice shall be deemed to be effected by the return electronic notification of the correct electronic address being used and received.
102. Each member shall from time to time notify to the Secretary an address in the United Kingdom, which shall be deemed to be its registered place of address within the meaning of clause 101 hereof. If it shall not have notified such an address, it shall not be entitled to receive any notices.
103. Notice of every General Meeting shall be given in any manner herein before authorised to every member (except those who are disentitled under this Constitution to receive notice of General Meetings) and to the auditor for the time being.
104. Every notice to the Association, except where otherwise specifically provided, shall be sufficient if the same be signed by or on behalf of the person or corporate body giving the same, and be given to the Secretary or be left at the Office addressed to him between the hours of 10 in the forenoon and 4 in the afternoon of any working day, or be forwarded to him at the Office by pre-paid post. The provisions of clause 101 shall apply as regards the service of any such notice.

ARBITRATION

105. Subject to any special provisions herein contained as to the settlement of grievances and complaints, any dispute which shall arise between any member and the Association or another member, in relation to the interpretation of this Constitution, or arising out of the conduct of the business of the Association, or any resolution, or any act or omission of either party to the dispute in relation to any other matter touching the Association's affairs, shall be referred to a single arbitrator (in case the parties agree upon one) or otherwise to two arbitrators, one to be appointed by each party to the dispute, in accordance with and subject to the provisions of the Arbitration Acts for the time being in force.

SCHEDULE 1

Members of the Bathroom Manufacturers Association (2001)

Acqualisa Products Limited	6 The Flyer's Way, London Road, Westerham, Kent TN16 1DE Tel: 01959 560000
American Standard Companies	The Bathroom Works, Kingston upon Hull HU5 4HS Tel: 01482 3465621
Bronte Whirlpools	Chesham House, Dalton Lane, Keighley BD21 4JH Tel: 01536 661120
Caradon Bathrooms Limited	P O Box 23, Stoke on Trent ST4 7AL Tel: 01270 8799777
Geberit	New Hythe Business Park, Aylesford ME20 7PJ Tel: 01622 717811
Hansgrohe Limited	Units D1-D2, Sandown Trading Estate, Royal Mills, Esher KT10 8BL Tel: 01372 465665
Ineos Acrylics UK Limited	P O Box 34, Darwen BB3 1QB Tel: 01254 874444
Jacuzzi UK	P O Box 155, The Woodlands, Euoway Trading Estate, Bradford BD4 6ST Tel: 01274 654700
Opella Limited	Twyford Road, Rotherwas Ind Estate, Hereford Tel: 01432 357331
Pegler Limited	St Catherine's Avenue, Doncaster, South Yorkshire DN4 8DF Tel: 01302 560560
Polypipe Bathroom & Kitchen	Warmsworth Halt Ind Estate, Warmsworth, Doncaster DN4 9LS Tel: 01302 310666
Pressalit Limited	Dansk Way, Leeds Road, Ilkley LS29 8JZ Tel: 01943 607651
Roca Limited	Samson Road, Hermitage Ind Estate, Coalville, LE67 3FP Tel: 01530 830080
Roman Limited	Whitworth Avenue, Aycliffe Ind Estate, Newton Aycliffe, DL5 6YN Tel: 01325 311318
Shires Limited	Beckside Road, Bradford, West Yorks BD7 2JE Tel: 01274 521199
Thomas Dudley Limited	PO Box 28, Birmingham New Road, Dudley, West Midlands DY1 4SN Tel: 0121 557 5411

SCHEDULE 2

LEVIES PAYABLE BY MEMBERS

1. Levies payable by members under clauses 15 and 52 hereof, at the rates fixed in accordance with clause 60.4 hereof, shall, until otherwise determined by Ordinary Resolution, be based on turnover.
2. "Turnover" means the amounts charged for bathroom equipment sold by members during each financial year of the Association (excluding sales tax or value added tax and charges for carriage and packing), with a deduction for the actual costs during the year of:
 - 2.1 bathroom equipment purchased from other members for processing and/or resale;
 - 2.2 allowances for packages returned;
 - 2.3 allowances for bathroom equipment returned, overcharges and the like;
 - 2.4 cash discounts allowed; and
 - 2.5 deferred rebates allowed

and water fittings, for the purposes of this Schedule shall include all types of terminal water fittings irrespective of their intended use.

3. A return of turnover shall be furnished by each member to the Secretary, at such times and in such form as shall be prescribed by the Management Committee, for each financial year. Each such return shall be accompanied by a certificate by a qualified accountant, certifying the accuracy of the member's return of turnover.
4. Except so far as disclosure of information received under this Schedule of the Secretary is necessary for the proper discharge of his duties to the Association, he shall use his best endeavours to ensure that such information remains confidential.
5. The following levies shall be payable by each member:
 - 5.1 **Joining Fee**

New Members of the Association shall pay a joining fee, if deemed necessary by the Management Committee and endorsed by General Council. The size of the joining fee shall be determined by the Management Committee.
 - 5.2 **Levy Bands**

For each member, in its last preceding financial year, sold such products in the United Kingdom, a levy based on its total turnover of bathroom equipment sold shall be paid.

Total Turnover	from 1.01.08
Up to £2 million	£2,600
£2 - £5 million	£3,700
£5 - £10 million	£5,700
£10 - £20 million	£8,300
£20 - £30 million	£11,500
£30 - £40 million	£17,600
£40 - £60 million	£23,000
£Over 60 million	£28,000

5.3 The joining fee shall be payable in full, together with the first half year levy immediately upon notification of acceptance into Association membership. Levies shall thereafter be payable on or before the last days of January and July.

6. Promotional Levy

The Chief Executive Committee, referred to in clauses 47 - 51, may recommend to the Association from time to time the raising of a Promotional Levy upon members of the Association. The size and frequency will be established by the Association on the recommendation of the Chief Executive Committee.

SCHEDULE 3

Part 1

1. This is the procedure to resolve a disagreement ("Dispute") between the Association on the one hand and on the other hand any person in the following categories:
 - an applicant for membership of the Association whose application has been refused;
 - a member of the Association; or
 - a member who has been suspended or expelled from the Association under Rule 82;

In this procedure any person within any of the above categories is referred to as "Complainant".
2. Applications by a Complainant for a decision must be made in writing, signed by or on behalf of the Complainant and sent to the Association. The application must contain:
 - the full name and address; and
 - a statement as to the nature of the disagreement with sufficient details to show why the Complainant is aggrieved.
3. The complaint will initially be considered by the Management Committee.
4. The decision of the Management Committee will be notified to the Complainant in writing within two months of the date on which the application was received. The notice of the decision will include:
 - a statement of the decision;
 - a reference to any legislation relied upon;
 - a reference to any part of the Constitution relied on; and
 - a reference to the Complainant's right to refer the disagreement to an expert for a decision in accordance with Part 2 of this Schedule.
5. If, in any case, a written notice of a decision is not given within the two months, an interim reply will be sent to the Complainant setting out the reasons for the delay and an expected date for issuing the decision.

6. At any time within one month from the date of the notice of a decision, a Complainant may give notice that it wishes the disagreement to be determined by an expert in accordance with Part 2 of this Schedule.

Part 2

Appointment of Expert

1. CEDR Solve shall appoint the Expert to resolve the Dispute acting as an expert and not as an arbitrator ("Expert Determination").

Purpose of Expert Determination

2. Unless the Association and the Complainant (together "the Parties") subsequently agree otherwise the Expert Determination will lead to a decision ("the Decision") being issued by the Expert. The Decision will be final and binding on the Association and the Complainant.

Confidentiality

3. The Expert Determination process will be private and confidential. The Parties, the Expert and CEDR Solve will keep it confidential except to the extent that it is necessary in order to implement the Decision or is required by law.

Independence

4. The Expert and CEDR Solve will be independent of the Parties, neutral and impartial, and do not act as advisers to the Parties.

Conduct of Expert Determination

5. The Expert will conduct the Expert Determination in accordance with procedural directions which the Expert will seek to agree with the Parties. If they cannot be agreed, the Expert's directions will prevail.

Challenge to the procedure

6. The Parties agree that they are not permitted to challenge the Expert's rulings on issues arising during the procedure including those of the Expert's own jurisdiction.

Mediation option

7. At any time before the issue of the Expert's decision the Parties may agree to refer the Dispute to mediation, in accordance with CEDR's Model Mediation Procedure. In that case each of the Parties notify the Expert and CEDR Solve, and the Expert Determination is suspended. If the dispute is settled by mediation, the Expert Determination comes to an end

and the Parties settle the fees and expenses of the Expert and of CEDR Solve. If the dispute is not settled by mediation, the Expert Determination resumes, and if they have been acting as mediators the Expert may take up his previous role.

Reasons in the Decision

8. The Decision of the Expert shall not include reasons.

Interest

9. The Expert is empowered to award interest as part of the Decision.

Fees and expenses

10. Unless the Parties agree otherwise, or the Expert otherwise determines, the fees and expenses of the Expert Determination will be borne by them in equal shares. The fees and expenses will be estimated by CEDR Solve and paid to CEDR Solve by the Parties in equal shares or as the Expert otherwise determines and the Parties shall enter such Expert Determination agreement as the Expert shall require as conditions precedent for the Expert Determination to start. The Expert will be paid fees and expenses. Interim bills may be raised by CEDR Solve to cover the Expert's fees at the Expert's option. A final account of the fees and expenses will be sent to the Parties by CEDR Solve when the Decision is ready for issue to the Parties and the Decision will be released on payment by the Parties of any further amounts due. CEDR Solve will reimburse the Expert. If the Parties agreed not to proceed with Expert Determination, CEDR Solve will refund a proportionate amount of the fees and expenses advanced, depending on the amount of work done by the Expert and CEDR Solve.

Implementation of the Decision

11. The Parties agree to implement the Decision within seven days of its being published to them.

Challenge to the Decision

12. The Parties agree they are not permitted to challenge the Decision in any legal proceedings or otherwise.

No liability

13. The Parties expressly acknowledge that neither the Expert nor CEDR Solve shall be liable to the Parties for any act or omission whatsoever in connection with any Expert Determination.

Role of CEDR Solve

14. CEDR Solve appoints the Expert. The Expert is responsible for the procedure from then on. CEDR Solve may be consulted by any of the Parties to this Agreement in case of difficulty.

Should the Expert be unable to complete the task, CEDR Solve will appoint a substitute Expert with a reasonable time.

After the Decision

15. None of the Parties will call the Expert or CEDR Solve (or any employee, consultant, officer or representative of CEDR Solve) as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the Dispute and the Expert and CEDR Solve will not act voluntarily in any such capacity without the written agreement of the Parties.

Law and jurisdiction

16. This procedure and the agreement governing it shall be governed by English law and under the jurisdiction of the English courts. All the Parties to this Agreement agree to refer any dispute arising in connection with it to mediation first.