



British Sign & Graphics Association

RULES OF MEMBERSHIP

INCORPORATING:

Memorandum of Agreement

Articles of Association

**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 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:

WORDS	MEANINGS
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 including its trading name
The Council	the Council for the time being of the Association
Financial Year	1 st January – 31 st 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.

PURPOSES

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

MEMBERSHIP

3. The number of Members is unlimited.
4. Membership shall be per the following categories; Member, Commercial Partner, Education Partner, Specifier/Consultant and Media Partner.
5. Membership shall be personal to the individual firm or company and shall not be transferable.

QUALIFICATION OF MEMBERS

6. *Member*

Any company, firm or individual engaged in design, manufacturing, supplying, installing or maintaining signs, graphics or other visual communication or manifestation directly to end user consumers, customers and/or clients.

Franchise

All sign franchise operations (main franchise) that apply for membership for themselves and on behalf of their franchisees.

In addition to meeting Member qualifications that match the business services of the franchise that are relevant to either Member or Commercial Partners or Education Partner or Specifier/Consultant membership categories, the main franchise head office must hold a current full or associate member status of the British Franchise Association (BFA) and be compliant with all the terms and regulations of the BFA membership agreement including the requirements for

the production and delivery of audited annual accounts to the BFA as and when required.

The initial application will relate to the main or head office of the main franchise.

All franchisees must join the Association and adhere to the membership undertaking as set out in the Articles of Association and Rules of Membership.

The main franchise and franchisees will be classified as Full Members for the sake of simplicity.

A Franchise Member (main franchisee) shall be entitled to one vote at meetings and such vote will be deemed as on behalf of the franchise as a whole.

7. *Commercial Partner*

Any company, firm or individual who supplies raw materials, components, equipment, fabricated products, or services to businesses in the sign industry including, if applicable, the supply of signs or services sold directly to end user consumers, customers and/or clients. ***Companies or individuals providing installation or maintenance services, qualify as Member not Commercial Partners.***

8. *Education Partner*

Any educational establishment or organisation which provides, education, training courses or examinations/assessments for courses designed specifically for the sign industry.

9. *Specifier/ Consultant*

Any company, firm or individual who is involved in the specification of or sourcing of signs, print, graphic displays and/or other related services from the sign industry including the specification and sourcing of installation and maintenance services. The main function of the applicant is outside the day- to-day business of the sign and graphics industry and where the applicant does not meet any of the criteria enshrined in other Member categories.

10. *Media Partner*

Any company, firm or individual within the media outlet or other business for marketing efforts and initiatives.

Membership is by invitation only from the Association Council. There is no fee for this category.

No voting rights are attributable to this category of membership.

ADMISSION OF MEMBERS

11. Application shall be made on the appropriate form or using the online facility on the Association website and sent to the Director of the Association.

It is recognised that on submission the applicant accepts, on behalf of the company or individual applying for membership, to have read, understood and

agreed to accept the Association Rules of Membership (comprising of the Articles of Association, Memorandum of Agreement, Code of Practice and Obligations of Membership). Furthermore, it is understood that acceptance of these Rules applies to all Owners, Directors, Employees and Sub-Contractors of the member Company throughout the duration of Membership regardless of any change in who those persons may be.

12. Applications for membership shall be submitted first to the Director of the Association. The Council will be advised of the application [by e-mail] and shall have a period of up to three (3) 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 Association News, social media platforms and on the Association's web site.
13. It is further recognised by the Applicant, that membership is for a period of not less than 12 months from the date of the acceptance of membership through to, and including, each and every annual renewal on the anniversary of such acceptance date. In the event of a member wishing to cancel their membership, such cancellation shall be effective from the next anniversary date unless the member is in breach of conditions set out in Articles 31 to 40 inclusive and that the membership fee for the current full 12 months shall be paid in full.
14. The final decision on membership rests with the Council, which may reject any application without having to give any reason for such rejection.
15. The name and address of every new Member shall be published electronically in the Member Directory on the Association's web site.
16. In the event of a change of ownership of the member's business, the Council may, in its discretion, allow the transfer of membership to the new business or owner providing:
 - a) All membership fees due from the original business are paid up in full and there are no monies outstanding to the Association.
 - b) A completed and signed application form to join is received by the Association from the 'new' business.
 - c) Any amendment or adjustments to the membership fee, based on the particulars of the 'new' business, is paid.
 - d) The 'new' business complies with the relevant membership category as described within the Qualification of members.

MEMBER UNDERTAKING

17. 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.

18. Every Member shall comply with the Obligations of Membership, Rules of Use of any Registered or Collective Mark and any Codes of Practice which may be approved from time to time by the Council up to the date of cessation of Membership.
19. Every Member 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 Members, 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.
20. 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.
21. 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.
22. 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

23. 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 Council.
- 24.** A list of all Member's names and addresses shall be published electronically on the Association web site. This will be updated at least annually.

ENTRANCE FEES AND SUBSCRIPTIONS

- 25.** The Council 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 Council may in their sole discretion waive the payment of an entrance/rejoining fee whether wholly or in part.
- 26.** Members shall pay such annual subscriptions as may be determined by the Council and any additional sums that may be required as may be decided by the Council.
- 27.** The President and Vice 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 Council.
- 28.** The annual subscription shall become due and payable on the first of the month following approval of the application by the Council. 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 Council.
- 29.** In the case of a Member who joined before these Articles came into force, the annual subscription shall become due and payable on the anniversary date being the date that membership first commenced or at the discretion of Council if different.
- 30.** Provided always that any Member owned by another company firm or individual shall include in his returns all the relevant details as may be required by the Council 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 Member 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

- 31.** Any Member may resign
- a) not less than 12 months from the start of their membership.
 - b) by giving the Director of the Association written notice.
 - c) cancellation of membership shall be effective at the next anniversary date unless the member's actions cause the Association's Council to immediately revoke membership for reasons as set out in Articles 34 to 36 inclusive.
 - d) the member shall be charged for period covering membership from the date of renewal up to the next renewal date unless written notification is sent by the member to the Director to be received before the renewal date.
 - e) the member's entry in the member directory, published by the Association, shall be removed at the expiry of membership or the date of written notification is sent to the Director whichever is the earlier. In respect of where the member is in breach of any Articles, Rules of Membership or Code of Practice and such breach has been notified to the member in writing, their entry in the members' directory shall be removed without delay.
- 32.** Any Member resigning from the Association, having given notice in writing to the Director of the Association, shall, unless the Council otherwise decides, be required to pay all subscriptions due up to the next renewal date.
- 33.** 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.
- 34.** a) Any Member who shall fail to pay subscription, or any other sum due to the Association, within three months may be deemed by the Council to have ceased membership. The Council reserves the right to pursue the member for any monies owing to the Association for unpaid membership fees or other monies owing.
- b) Any member who misses more than 2 monthly payment commitments during the agreed payment schedule shall have any rights to continue paying in this manner immediately revoked and shall be required to submit the outstanding membership fee and/or any outstanding monies owed in full within 28 days of the due date of the last missed payment.
- 35.** The Council by a majority vote of two-thirds of its Members present, may determine the membership of any Member provided that such Member has been given twenty-eight clear days' notice in writing of the Council 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.

36. 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.
37. 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.
38. 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.
39. The Council may in its discretion reinstate to membership any past Member.
40. In the event of a change of ownership of the business, membership will cease from the date of acquisition and furthermore there shall be:
 - a) No refund of membership fees paid.
 - b) No allowance for the continuing use of the Association's badge or emblem by the new owners of the business and no allowance to claim to be a Member of or have any connection with the Association in accordance with paragraph 40 contained herein except where transfer of the membership to the 'new' owner is at the discretion of the Council and subject to the conditions of paragraph 19 contained herein.

GENERAL MEETINGS

41. An Annual General Meeting shall be held each calendar year on such day and at such place as the Council may determine. Every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
42. General Meetings may be called at any time by the Council.
43. The Council 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.
44. 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.

45. 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

46. 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 Members present at the time when the meeting proceeds to business.
47. 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 a day and a location arranged as soon as practicably possible by the Director.

If, at that re-arranged meeting, a quorum is not present within fifteen minutes from the time appointed for the meeting the Full Members present shall be a quorum.

48. The President (if any) shall preside at every General Meeting or in his absence the Vice-President or in both their absences the Members present shall choose a member of the Council, or if no such be present, or if all such Members decline, they shall choose some other Member present to preside.
49. 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.
50. 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 Council and the election of the President, the Vice-President, the Accountants and any Members of the Council.
51. 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

52. Each Member of any category as defined in Article 4 shall have one vote whether

on a show of hands or a poll except Media Members who shall not have a vote.

53. 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.
54. Voting at General Meetings (other than for the election of a Vice-President for which a special procedure is provided by Articles 60 to 65 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.
55. 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.
56. 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.
57. No Poll shall be demanded on the election of a Chairman of a meeting or any question of adjournment.
58. 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.
59. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

BRITISH SIGN & GRAPHICS ASSOCIATION (BSGA)

“I _____

of _____

a member of the BSGA or a duly authorised nominee of a member] hereby appoint.

of _____

being a member of the Association [or an officer of my company] to vote for me and on my behalf at the Annual General Meeting of the Association to be held on the _____ day of _____ 20__ and at every adjournment thereof.”

DATE _____

SIGNED _____

PRESIDENT AND VICE-PRESIDENT

- 60.** 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.
- 61.** The Vice-President shall hold office for a period of two years 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.
- 62.** 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.
- 63.** Any casual vacancy in the office of Vice-President may be filled by the Council until the next Annual General Meeting.
- 64.** 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 shall also have the explicit approval of the nominee concerned.
- 65.** 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.

COUNCIL

- 66a.** The Members of the Council shall be the President, who shall be the Chairman at Council meetings; the Vice-President and those members (to include the Chairman of any permanent committee or sub-committee not otherwise represented on the Council in another capacity) elected at an Annual General Meeting to hold office for a period of two years. Members of the Council shall where possible represent all membership grades and geographical areas within the Association and all members of Council and Committees shall by default, be accepting and be expected to uphold and abide by the agreed and current Terms of References for duties and responsibilities applicable to Council Members, Committees and sub-committees. and such Terms of Reference being reviewed and approved on an annual basis at the final Council meeting of the calendar year.
- 66b.** In addition to Article 67a, the Council may appoint at its discretion, persons to hold non-executive positions on the Council (known as non-executive Directors) subject to the individual person to have been:
 - a) The owner or director or employee of an Association Member Company as set out in Articles 6 to 10 inclusive and/or

- b) Said individual is no longer the owner, director or employee of the Member Company and/or
- c) That the Company is no longer a Member of the Association.

Such appointments shall be proposed and seconded at any general Council meeting and accepted by a majority vote from Members eligible to vote at such meetings.

The period of office for non-executive members shall be at the discretion of the elected members of Council and shall be reviewed by the Council every 2 years from the start of the non-executive member's appointment.

- 67. Provided always that members shall retire at the Annual General Meeting relevant to the end of their two-year period of office. In the event of any uncertainty as to which of the members should retire at any Annual General Meeting this shall be decided by the President drawing lots prior to the Annual General Meeting.
- 68. This paragraph has been suspended until further notice following a unanimous vote at the Annual General Meeting held on 13th April 2011.

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

- 69. In the first year after standing down, the President may, at the discretion and behest of the Council, be asked to stand in for Presidential duties as laid out in the President's Terms of Reference and act as Past President.

In any event, any Past President shall stand down at the next Annual General meeting when the Vice-President is installed.

ELECTION OF COUNCIL MEMBERS

- 70. Not less than 21 days before the Annual General meeting at which the elected Council members are due to retire, the Director of the Association shall send a notice to all Members inviting them to nominate not more than ten persons for election as Council members dependant on the number of vacancies to be filled and providing the total number of elected members does not exceed, or conflict with, Article 67. Such nominations are to be seconded by another Member, which can be either indicated on the nomination form or at the Annual General Meeting. All nominations must have the explicit approval of the nominee concerned.
- 71. 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.

- 72.** Nominations duly seconded (on the forms provided by the Director of the Association or a copy thereof or called for at the Annual General Meeting) must arrive at the Association office not later than 14 days before the set date of the Annual General Meeting. If the said nominee is applying for the first time and not applying for re-election, the nomination must be accompanied by their written consent to accept office. If a seconder cannot be provided at the time that the nomination is submitted to the Director, the President may, if he so wishes, call for a seconder at the Annual General Meeting. In any event if no seconder can be found the nomination is considered void.
- 73.** If the number of nominations, equal the number of vacancies then those representatives nominated shall be declared at the meeting to have become Council members as from the close of the Annual General Meeting.
- 74.** If the number of nominations exceeds the number of vacancies the Director of the Association shall send all Members 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.
- 75.** No Member shall vote more times than there are vacancies to be filled or give more than one vote to any candidate.
- 76.** 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.
- 77.** 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.
- 78.** All voting papers received in accordance with the foregoing conditions shall be examined by the scrutineers prior to the Annual General Meeting, and the candidates who shall receive the greatest number of votes shall be declared at the Annual General Meeting to have been elected for those vacancies set out in Article 71. 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.
- 79.** 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.
- 80.** A retiring Council member shall retain his office until the end of the meeting at which his successor is declared to be elected. A retiring Council member shall be eligible for re-election, if he satisfies the requirements of Article 71.
- 81.** The Council 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.

- 82.** The office of a member of the Council 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 an individual representing a member firm, he ceases to be a partner or employee 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 Council.
 - i) If he is removed by an Extraordinary Resolution passed by a General meeting.
 - j) If he fails to attend during each year at least two Council meetings and at the discretion of the Council.

PROCEEDINGS OF THE COUNCIL

- 83.** The Council 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 Council.
- 84.** Not less than 14 clear day's notice of Council meetings shall be given to all Members of the Council and such notice shall include an agenda setting out the business to be discussed.
- 85.** The quorum necessary for the conduct of business at any Council meeting may be determined by the Members in General Meeting but in the absence of any such determination shall be seven members of the Council including Non-Executive members.
- 86.** Voting at meetings of the Council 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.

87. The Director shall be entitled to a vote at Council meetings on all resolutions, other than those relating to the remuneration, disciplinary or grievance procedures.
88. All acts done by any meeting of the Council or by any person acting as a member of the Council shall be valid notwithstanding that it be afterwards discovered that there was some defect in the appointment of any member of the Council or that they or any of them were disqualified to be members of the Council.

POWERS OF THE COUNCIL

89. The Council 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

90. The Council 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.
91. A reporting accountant shall be appointed annually, and their duties shall be carried out in accordance with the statement of standards for reporting accountants.
92. 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.

93. The Association shall operate a banking account with such bank as the Council shall, from time to time, determine. All monies received on account of the Association shall be paid into its bank account. All cheques drawn thereon shall be signed jointly by two of the following: The President, the Vice President, the Director of the Association and the Director's Personal Assistant.

ANNUAL REPORT

94. 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

95. The Council 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

96. 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 Council, and shall be communicated in due form to the Member against whom the complaint is made with a request for an explanation.
97. The Council shall have the right to call for, and the Member shall submit to the Council 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.
98. On completing their investigation, the Council 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 Council 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 Council members except with the written consent of the Member concerned.

INDEMNITY

99. The President, Vice-President, members of the Council and any Committee, the Director of the Association and the other officers including Non-Executive Directors 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

- 100.** The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of two members of the Council or one member of the Council 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

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

DISSOLUTION

- 102.** 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.
- 103.** The Council 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.
- 104.** 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

- 105.** The Council 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

- 106.** 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

- 107.** 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.
- 108.** 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

DAVID ALLEN
Managing Director
Beech Vale
Duckmore Lane
Tring
Hertfordshire
HP23 6JP

GARY BAGSTAFF
Director
Print Sauce Associates Ltd.
Unit S, Caerphilly Business Park
Van Road
Caerphilly
CF83 3ED

DATED this 7th day of June 2024.

WITNESS to the above signatures

CRAIG BROWN
CEO
British Sign & Graphics Association Ltd.
Northgate Business Centre
38 Northgate
Newark
Nottinghamshire
NG24 1EZ



**British Sign
& Graphics
Association**

**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 Association set out below, and any alterations or additions which may be made from time to time in accordance with the 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 Association 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 Association (and its Officers) and anyone else with whom they may come into contact for business purposes.

It is additionally expected that Members of the Association 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 Association 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 Association, 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 Association Council of all the relevant facts, the Association 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. Registered Marks and Member Badges

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

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 the British Standard BS559 and/or any other standard that is relevant and that is current at the time that the sign is either designed and/or constructed and/or supplied and/or installed.

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 against all failures due to faulty workmanship (including installation where the Member is responsible) or materials on the part of the supplier as set out in BS559 relevant at the time of manufacture, supply or installation.

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 outside the United Kingdom.

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.

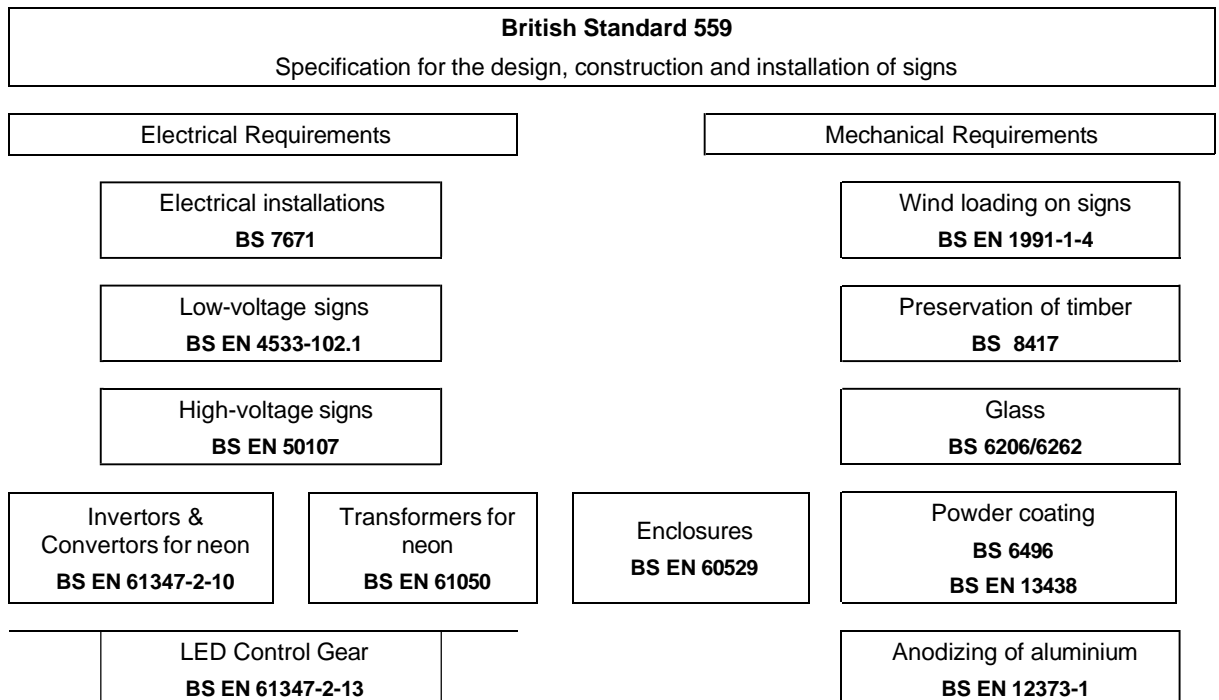
Application for consent is the responsibility of the purchaser or hirer but may, if desired, be made on their behalf by the supplier of the sign.

2. Technical Standards for the construction of signs

Signs should be constructed, installed and maintained in accordance with the advice given in the relevant Association Technical Guidelines, Guidance Notes and Best Practice advice (see note 2).

The luminance of signs should not exceed the limits recommended in the ILE Technical Report No. 5 “Brightness of Illuminated Advertisements” (see note 12). Lighting should be provided to achieve the evenness of illumination recommended in the relevant Association Technical Guidelines.

The following guide sets out the relationship between BS 559 and the most common other UK and other standards.



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 (10) 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, 'The selection and management of mobile elevating work platforms', 'Preventing falls from boom type mobile elevating platforms' and 'Working at Height Regulations' (see note 10) 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' (10) 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' (10) 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 and regularity 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.
- e) Reference can be made to the Association Technical Guideline B5 which is based on a minimum set of standards. Members are encouraged to offer higher standards than those specified.
- f) A Maintenance Price Index (MPI) is compiled annually by the Association for Members. Members who undertake maintenance contracts or agreements are strongly recommended to use the MPI when negotiating with customers.

References

The Association 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 Association recommends that Members make themselves aware of all relevant and current legislation, laws, by-laws and Codes of Practice but in particular: -

- (1) The Memorandum of Agreement and Articles of Association - Every Member has a copy and further copies are available for download from the Association website.
- (2) A copy of the current Association Best Practice guide available for download from the Association website or, if available, as a hard copy from the Director's office.
- (3) Town and Country Planning (Control of Advertisements) Regulations - Members should refer to Association 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. 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 “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
Email: 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
Email: postmaster@theiet.org

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

British Sign & Graphics Association
Northgate Business Centre Northgate
Newark
Notts.
NG24 1EZ

Tel: 0845 338 3016
Email: ask@uksigns.org
Web: www.uksigns.org

- (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
Web: 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
Web: www.ile.co.uk

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