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# HEA

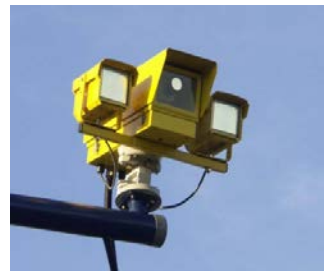
Highway Electrical Association

## The Highway Electrical Association

(formed from and formerly ASLEC and HEMSA)

## HEASN Ltd

## Bylaws



# HEASN LTD

## BYLAWS

### TABLE OF CONTENTS

Contents	1
Document Control	2
1 Name	3
2 Aim	3
3 Membership	3
4 Code of Conduct	4
5 Auditing	4
6 Annual Subscription and Levies	5
7 Termination of Membership	5
8 Register	5
9 Meetings	5
10 Structure	6
11 Quorums	7
12 Voting	7
13 Secretariat	7
14 Amendment of Bylaws	7
15 Interpretation of Bylaws	8
16 Travelling and other expenses	8
17 Indemnities	8
18 Legal Proceedings	8
19 Dissolution of the HEA	8
20 Duties and Compliance by Members	8
Appendix 1 Code of Conduct	9
Appendix 2 Summary of Membership Classes	12
Appendix 3 Exhibition Rules	13
Appendix 4 Role of Council Members	14
Appendix 5 Definitions	15

## Document Control

### Issue statement

<b>Issue no.</b>	<b>Comments</b>
Issue 1 Oct 2011	Agreed at EGM 19 <sup>th</sup> October 2011

# HEASN LTD

## BYLAWS

### 1. Name

The HEA – Highway Electrical Association – is a trading name of HEASN Ltd. The HEA was formed from ASLEC – the Association of Signals, Lighting and other highway Electrical Contractors – and HEMSA – the Highway Electrical Manufacturers and Suppliers Association. ASLEC and HEMSA are also trading names of the HEA. Hereinafter HEASN Ltd shall be referred to as the “HEA”.

### 2. Aim

The aim of the HEA is to promote membership of the HEA as The Standard for Excellence in the Highway Electrical Sector

This aim is to be achieved through:

- Promoting a high standard of quality and workmanship in highway electrical practice.
- Facilitating Members working to an agreed Code of Conduct.
- Providing confidence in Standards through auditing and advice
- Providing safety and technical information and advice
- Facilitating co-operation between Members, exchange of knowledge and information and mutual helpfulness to enable each to attain efficiency within their respective organisations
- Providing or facilitating accredited training delivery and competence assessment
- Co-operating with other organisations for the benefit of Members.
- Publicising Members through collective advertising, logos or otherwise.
- Promoting and defending the interests of Members and to secure mutual support and co-operation in dealing with all matters affecting Members common interests including watching over legislation and other measures which may affect the interests of the Industry.
- Supporting scientific and engineering investigation of matters affecting Members.
- To give Members such assistance as shall appear proper or desirable to the HEA.
- Promoting the benefits of membership of the HEA

### 3. Membership

#### 3.1 Qualification for Membership

Membership is open to all organisations with an interest in the highway electrical sector and who commit themselves to the standards as detailed in these Bylaws and Code of Conduct and shown in Appendix 2 appropriate to their classification.

#### 3.2 Classification of Members

##### 3.2.1 HEA Class 1 Members

Those organisations that are able to meet the full terms of the Code of Conduct.

##### 3.2.2 HEA Class 2 Members

Those organisations that are able to meet the terms of the Code of Conduct with the exception of the requirement to be registered to NHSS 8, in which case organisations must register to the Highway Electrical Registration Scheme (HERS) and / or with the exception of the requirement to be registered to the NICEIC or equivalent as decided by the HEA Council.

### **3.2.3 HEA-HEMSA Members**

Those organisations who manufacture and/or supply goods within the Highway Electrical Industry and who commit themselves to the standards as detailed in the Code of Conduct and shown in Appendix 1. These goods and services exclude contracting services. Designatory letters of HMHEA are available to nominated named representatives of such organisations – who register to the Highway Electrical Registrations Scheme (HERS) where applicable and maintain their competence through recorded Continuing Professional Development (CPD)

### **3.2.4 HEA Client Members**

Those organisations who are acting in only a client or overseeing organisation capacity and who commit themselves to the standards as detailed in the Code of Conduct and shown in Appendix 1. Designatory letters of CMHEA are available to nominated named representatives of such organisations – who register to the Highway Electrical Registrations Scheme (HERS) where applicable and maintain their competence through recorded Continuing Professional Development (CPD).

### **3.3 Nomination and Voting**

Each Member shall be entitled to send Representatives to attend Members' meetings but only one of them who has been nominated by the Member shall be allowed to vote. Where space is limited, and subject to demand, Members' Representatives may be limited to two per organisation.

### **3.4 Election of Members**

The election of new Members shall be by the HEA Council or HEA-HEMSA Council as applicable whose decision thereon shall be final. Applications for Membership shall be made by organisations or persons in the form prescribed from time to time by the Council and every new Member, upon election, shall be bound by the Bylaws of the HEA and by such other condition or conditions, if any, as the Council may think fit to impose as a condition of election.

Applications properly completed and duly signed shall be considered by the Council who shall make full enquiry as to the desirability of admitting each applicant to Membership. The Council shall decide whether any application for Membership shall be approved.

Applications shall not normally be considered until the applicant has been established as a trading concern in the Industry for at least two years.

### **3.5 Membership Conditions**

Every Member upon election shall

- a) be bound in accordance with the Articles to contribute to the assets of the HEA in the event of it being wound up during the time that they are a Member, or within one year afterwards, for payment of debts and liabilities of the HEA an amount not exceeding £1; and
- b) be bound by the Bylaws of the HEA and
- c) by such other condition or conditions, if any, as the Council may decide to impose as a condition.

## **4. The Code of Conduct**

The Code of Conduct is shown as Appendix 1.

All Members will incorporate the Code of Conduct in their quality procedures. The Code of Conduct should be signed by a senior person in the organisation to show commitment from the top. Where appropriate external ISO 9001:2008 auditors shall be directed by the Member to the relevant procedure for auditing. A summary of any comments made by external auditors shall be made available on request to the Secretariat.

## **5. Auditing**

The Secretariat will arrange a Technical Audit in line with the HERS requirements where applicable, at each Members' Contracting Office at a frequency of no more than once every two years, to ensure compliance with the Code of Conduct. Reduced auditing is available where the organization is under a single Quality Management system with access to that system from all Contracting Offices, with a nominated

individual responsible for ensuring and monitoring compliance with NHSS 8, including carrying out internal technical audits covering those areas which would have been included within the HERS third party biennial audit.

## **6. Annual Subscriptions and Levies**

The Annual General Meeting of Members shall fix the amount of any entrance fee, annual subscription and/or levies payable by Members subject to revision from time to time. Entrance fees and subscriptions shall be paid in advance. The first subscription and/or levy of each new Member shall be due on election and all other subscriptions shall be on 1 January in each year. The levy shall be payable upon demand.

## **7. Termination of Membership**

### **7.1 Resignation**

Members wishing to resign must give three months notice in writing but such resignation will not qualify the Members for any refund of a proportion of the subscription for the year in which the notice is given.

### **7.2 Exclusion**

If any Member fails to pay the annual subscription and/or levy within two months of the date that it falls due, the Council may either take steps to recover the same or may cause the name of such Members to be removed from the list of Members. The Council shall have the right to suspend or expel from the HEA any Member which has been guilty of any conduct which in the opinion of the Council is contrary to the Constitution and Bylaws of the HEA or which the Council may decide is for any reason unsuitable to remain a Member of the HEA. Provided that before such suspension or expulsion the Council shall give fourteen days clear notice to the Member which it is proposed to suspend or expel and permit the Member to make representations to the Council against its removal. Any Member which is aggrieved by a decision of the Council to suspend or expel it from Membership shall have the right to requisition a General Meeting of Members for the purpose of protesting against its suspension or expulsion. Such meeting to be convened within fourteen days of the aggrieved Member delivering a request in writing to the HEA's office.

Any member so suspended or expelled shall forfeit the unexpired portion of its subscription and its suspension or expulsion shall not prejudice any claim that the HEA may have against it for damage, loss or expense sustained by the HEA arising out of conduct leading to the suspension or expulsion.

### **7.3 Cessation of Membership**

Membership shall cease if a Member, being a corporation, be wound up (except for the purposes of reconstruction) or be dissolved or if a Member, being a trading concern, becomes bankrupt or makes an assignment in favour of the creditors of such a Member.

A Member so excluded shall cease to be a Member of the HEA, shall forfeit all claim to a return of money paid by him to the HEA on his admission as a Member thereof and by way of subscriptions, fees or charges but shall remain liable for any arrears thereof to the date of cessation of Membership.

## **8. Register**

The Secretariat shall keep a register of Members, which shall contain the full name and address of every Member and any other particulars the Council may direct; this register shall be available for inspection by any Member at the offices of the HEA.

## **9. Meetings**

### **9.1 Annual General Meeting**

In every calendar year there shall be a meeting of Members to be called the Annual General Meeting. Other meetings of Members may be organised by the Council.

## **9.2 General Meeting**

The Council may whenever it sees fit and shall, on the requisition made in writing to the Chief Executive by six of the Council Representatives forthwith proceed duly to convene a General Meeting of Members. The requisition must state the objects of such a meeting and shall be deposited at the office of the HEA and be signed by all those making the requisition.

## **9.3 Notice Period for Meetings**

Not less than fourteen days notice of any meeting of the HEA shall be given to Members. Such notice shall state the general nature of the business to be transacted at the meeting but the non-receipt of such notice by any Member or Members shall not invalidate the proceedings of any meeting.

## **10. Structure**

### **10.1 Council**

There shall be an HEA Council that shall be constituted by Members' Representatives who are elected to sit on HEA Council annually at the Annual General Meeting of Members. Within the HEA Council, nominated officers shall be the Chair, Immediate Past Chair and Vice Chair elected by the Members' Representatives from amongst themselves. There may also be a Vice Chair Elect. The Chair, Immediate Past Chair and Vice Chair shall act as an ad-hoc decision making body to assist the Chief Executive outside of HEA Council meetings, including acting as the remuneration committee. The Chair, Immediate Past Chair and Vice Chair shall also be a Company Director of HEASN Ltd and shall fulfil those duties as required by the Companies Act. Any other person can be co-opted by Council as an advisor or observer or for special purposes.

There shall also be an HEA-HEMSA Council that shall be constituted by Members' Representatives who are elected to sit on the HEA-HEMSA Council annually at the Annual General Meeting of Members. Within the HEA-HEMSA Council, nominated officers shall be the Chair, Immediate Past Chair and Vice Chair. There may also be a Vice Chair Elect. The HEA-HEMSA Council may make decisions, including additional requirements to the HEA Code of Conduct, which shall be binding on Members once approved by them.

The HEA Council shall be responsible for strategy and policy including:

- establishing the strategic direction of the HEA,
- agreeing objectives for approval by Members at the Annual General Meeting
- overseeing the overall performance of the HEA
- the appointment of the Chief Executive
- the remuneration of the Chief Executive.
- agreeing the appointment and discharge of auditors

Within this overall strategy, the HEA-HEMSA Council shall be responsible for the strategy and policy aspects of HEA-HEMSA Members. Monies brought into the HEA by HEMSA, shall be used only for the benefit of HEA-HEMSA and the HEA.

Each Council shall consist of the Chairman, Vice-Chairman and Immediate Past Chairman and where identified, the Vice-Chairman Elect and not fewer than three and not more than fourteen other Members' Representatives and their offices shall be honorary without remuneration. Frequency of meetings of the Council shall be as agreed by the Council. The Chief Executive will also attend Council meetings.

### **10.2 Election of Council**

At every Annual General Meeting all of the elected Council Representatives, other than the nominated officers of Chair, Immediate Past Chair, Vice Chair and Vice Chair Elect, shall retire. Any Member may nominate a representative for election on the Council by delivering to the Chief Executive at least thirty days before the Annual General Meeting a written notice signed by such Members and stating the name of the representatives it wishes to nominate. Where a nomination is received which would take the number of Members' Representatives other than the nominated officers, to more than ten, a vote shall be held in advance of the AGM to fill the vacancies. In the event of a tie, the Chair shall have

casting votes which shall be exercised, the result of which shall be final. In the event of a casual vacancy the Council shall have the power to fill any such vacancy. Any retiring Council Member or one who retires and is not re-elected shall resign as a Director of the Company where this is applicable.

In order to ensure a solid succession strategy for the efficient and progressive management of the HEA, the chair should preferably serve on Council for at least 2 years before election and have served as vice chairman or vice chairman elect; the vice chair should preferably serve on Council for at least 1 year before election, normally as vice chairman elect; Council will make proposals each year for the nomination of officers. In the event of the chair or vice chair leaving their employer who is a Member or ceasing to be the Representative for their Member company, then the position vacated will be taken up by a person nominated by Council. If the position of vice chairman elect becomes vacant, then this position can be filled at the next AGM.

Council Representatives should be prepared to stand on Council for at least 3 years. Council Representatives should preferably be prepared to become officers. It should be recognised however that there will always be those who may not wish to take up an officer role but who will be willing to serve on Council.

Council Members should make every effort to attend every Council Meeting. Any Council Member who fails to attend at least two meetings in any year will not be eligible for re-election at the end of that year, except in exceptional circumstances to be approved by Council on a case by case basis. Compliance with the principles set out in Appendix 4 – Role of Council Members – is mandatory on all Council Members.

### **10.3 Committees**

The Council may delegate all or any of its power to committees appointed by the Council and constituted of such persons as the Council thinks fit, whether Council Representatives or not. In particular the Chair, Immediate Past Chair and Vice Chair shall act as an ad-hoc decision making body to assist the Chief Executive outside of HEA Council meetings, including acting as the remuneration committee

### **11. Quorums**

1. The quorum necessary for the transaction of business by any committee may be fixed by the Council from time to time.
2. The quorum necessary for the transaction of business at a meeting of the Council shall be two and at a meeting of Members shall be four of the Members' Representatives entitled to attend and vote at such a meeting.

### **12. Voting**

1. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which a poll is demanded shall be entitled to a second or casting vote.
2. Only one of the Member's nominated Representatives shall have a vote. 3. Any person may act as a proxy if nominated by a Member of the HEA in writing in the form prescribed. The instrument appointing a proxy shall be in writing under the hand of the appointer and shall be delivered at the office of the HEA not less than forty-eight hours before the time appointed for the meeting at which the poll is to take place.
4. Every instrument of proxy shall be in the form prescribed from time to time and approved by the Council of the HEA.

### **13. Secretariat**

There shall be a Secretariat headed by the Chief Executive that shall be responsible for managing and administering the affairs of the HEA. The Chief Executive shall be the Company Secretary of HEASN Ltd.

The Chief Executive shall be responsible for the day to day management of the HEA, meeting the

objectives agreed with Council, signing contracts and lease agreements on behalf of the HEA, recruiting and appointing staff in line with the objectives and budgets set by Council, representing the HEA on external committees and in liaison with other organisations and other duties as set from time to time and as agreed with the Council.

#### **14. Amendment of Bylaws**

No modification of or addition to these Bylaws, with the exception of the Appendices, shall be made unless such modification or addition shall have been approved by a majority of the voting Members or their Representatives present at a General Meeting of the HEA, the notice convening which has stated the nature of the business to be transacted thereat.

Regarding amendments to the Appendices, no modification of or addition to them shall be made unless such modification or addition shall have been approved by a majority of the voting Council Representatives present at a Council meeting.

#### **15. Interpretation of Bylaws**

In case any matter shall at any time arise not provided for in these Bylaws or any doubt arise as to the interpretation of these Bylaws the same shall be determined by the relevant Council whose decision shall be final. In the case of any conflict between these Bylaws and the Articles of Association of HEASN Ltd., the latter will take precedence. The Councils and any Committees and any Working Groups formed therefrom will at all times comply with the requirements of the 1998 Competition Act and will not deal with any matter which will or is likely to prevent, restrict or distort competition or constitute an abuse of a dominant position as construed within the Act.

#### **16. Travelling and Other Expenses**

The Council shall be entitled to reimburse any member of the Council or of any Committee such sum or sums as the Council thinks fit to cover the expenses incurred by a Member attending meetings or otherwise engaged upon the HEA's business.

#### **17. Indemnities**

(1) The members of the Council and committees of the HEA and the officers and staff of the HEA shall be entitled to be indemnified by the HEA against all costs, charges, losses and expenses and liabilities incurred by him or them in the execution and discharge of his or their duties and powers unless arising from their own wilful or criminal wrongdoing or default.

(2) The Council may effect insurance to indemnify the Members of the Council and the officers and staff of the HEA against all such costs, charges, losses, expenses and liabilities, and apply the proceeds of any such insurance for their benefit.

#### **18. Legal Proceedings**

The Chair and Chief Executive shall be the officers to represent the HEA in any legal proceedings which may be taken by or against the HEA.

#### **19. Dissolution of the HEA**

The HEA may be dissolved by the votes of a majority of two thirds or, if their number is not a multiple of three then the next lower number shall apply; except in the case of the fraction being one half or more, when the next higher number shall be taken, of the Members or their Representative present at a General Meeting of the HEA, provided that fourteen day's notice of any such proposal shall be given to all Members of the HEA. In the event of any such dissolution the property of the HEA shall be divided, after providing for all liabilities, equally among the Members of the HEA at that time.

#### **20. Duties and Compliance by Members**

For the information of and guidance for the HEA, Members shall advise the Chief Executive of matters which they consider likely to affect the interest of the Industry. Members shall abide by and comply with the Bylaws of the HEA and shall comply with any scheme introduced thereunder.

## Appendix 1 Code of Conduct

The Highway Electrical Association (HEA) was formed in 2011 from ASLEC – the Association of Signals, Lighting and other highway Electrical Contractors – and HEMSA – the Highway Electrical Manufacturers and Suppliers Association. ASLEC – formed in 1952 - had been the recognised voice of the highway electrical contracting industry in the UK; HEMSA – formed in 1998 - had been the recognised voice of manufacturers and suppliers of products and services, other than contracting services, to the highway electrical contracting industry in the UK.

The Highway Electrical Association (HEA) is formed of Members ranging from small family businesses to multinational companies with all members meeting the HEA Membership criteria as set out by Council as well as the ongoing audit requirements of the HEA.

The HEA is dedicated to improving and maintaining standards in the industry, so that all clients of HEA members can have confidence that they are receiving value for money. In particular, HEA Client Members are able to demonstrate their current and ongoing competence arrangements through compliance with this Code of Conduct.

Compliance with this Code of Conduct is mandatory on all HEA Members, and whilst no code can cover every instance or every detail of practice and behaviour, its effectiveness is dependent on HEA Members observing the spirit, as well as the letter, of the Code. This also depends on HEA Members regulating themselves, in part, through their own internal review or audit processes.

This Code of Conduct has been prepared by reference to guidance available through the Office of Fair Trading web-site and in full consultation with HEA Members.

### Standards of Service

#### As an HEA Member, we shall:

##### 1. General

- 1.1 be clear and open in our dealings with clients, suppliers and employees
- 1.2 trade fairly, responsibly and professionally
- 1.3 behave at all times with honesty and integrity
- 1.4 hold appropriate types and levels of insurance
- 1.5 select materials that provide value for money for the client
- 1.6 ensure that all work carried out is to a good standard and meets industry requirements
- 1.7 not approach employees of other organisations directly in order to offer employment to them
- 1.8 not conduct our business in any manner likely to bring the HEA or its members into disrepute

##### 2. Health, Safety, Environment and Competence

- 2.1 have a quality management system in line with ISO 9001
- 2.2 have a documented and communicated Health and Safety Policy reviewed at least biennially
- 2.3 have documented and communicated risk assessments
- 2.4 have a system for recording, investigating, reviewing, and where practicable reducing accidents at work and make statistics available to the HEA on demand
- 2.5 have access to competent H&S advice
- 2.6 have a documented and communicated Environmental Policy
- 2.7 ensure that those carrying out work, including design work, are competent
- 2.8 ensure that anyone or any organisation that we order work, services or products from, is appropriately competent

##### 3. Training and Registration

- 3.1 be registered to the Highway Electrical Registration Scheme (HERS) where site works are carried out by registrable employees

- 3.2 ensure that all (100%) of our registrable employees are registered to HERS except in the instances of new employees (including trainees) or TUPE transfers who will be registered before carrying out non-directly supervised work on site and in accordance with clause 3.3
  - 3.3 ensure that all registrable employees are registered to HERS within 12 months of commencing employment
  - 3.4 ensure that all sub-contractors within the scope of HERS are registered to it and are using HERS registered personnel on their works
  - 3.5 ensure that all relevant training is delivered in accordance with the Highway Electrical Training Specification
  - 3.6 ensure that relevant employees are aware of the contents of this Code of Conduct
4. Contract information and guarantees
- 4.1 use clear and fair contract conditions (preferably standard terms and conditions)
  - 4.2 ensure where practicable that timely notice is given of any delays in delivery of the product or service
  - 4.3 ensure that any guarantees or warranties are set out clearly
5. Advertising and logos
- 5.1 ensure that all advertising or marketing communications are legal, decent, honest and truthful
  - 5.2 ensure that advertising or marketing communications are not misleading or likely to be misleading, by inaccuracy, ambiguity, exaggeration, omission or otherwise and that it complies with relevant statutory requirements including the Control of Misleading Advertisements Regulations 1988 (as amended by the Control of Misleading Advertisements (Amendment) Regulations 2000) which implement EU Directives 84/450/EEC and 97/55/EC on misleading and comparative advertisements.
  - 5.3 ensure that all advertising or marketing communications comply with any relevant code of advertising including the British Codes of Advertising, Sales Promotion and Direct Marketing
  - 5.4 ensure that all advertising or marketing communications are prepared with a sense of responsibility to consumers and to society and respects the principles of fair competition generally accepted in business
  - 5.5 ensure that no advertising or marketing communications bring the HEA, HEA Members or advertising into disrepute
  - 5.6 ensure that the HEA, ASLEC or HEMSA logo is used as supplied by the HEA, only so long as we remain a member of the HEA and are in full compliance with this Code. The HEA, ASLEC or HEMSA logos are only to be used in conjunction with our HEA Membership number
  - 5.7 use the HERS logo only in full compliance with the HERS logo rules
  - 5.8 use the Highway Electrical Sector Academy (HESA) logo only where we are a Highway Electrical Sector Academy Approved Training Organisation and in full compliance with the Approved Training Organisation requirements and in conjunction with the words "Highway Electrical Sector Academy Approved Training Organisation"
  - 5.9 ensure that the HEA, ASLEC, HEMSA, HERS and Highway Electrical Sector Academy (HESA) logos are not used in such a way as to imply or state that the organisation which has granted permission for the use of the logo endorses or approves any services or products supplied by us
  - 5.10 Comply with the HEA Exhibition rules as set out in the HEA Bylaws, when exhibiting at HEA events
6. Payments
- 6.1 pay suppliers on time within the terms agreed at the outset of the contract, without attempting to change payment terms retrospectively and without changing practice on length of payment for smaller companies on unreasonable grounds
  - 6.2 give clear and easily accessible guidance to our suppliers (of goods or services) on payment procedures
  - 6.3 communicate our complaints and disputes system to our suppliers
  - 6.4 advise our suppliers promptly if there is any reason why an invoice will not be paid to the agreed terms
  - 6.5 encourage good practice by requesting that our suppliers adopt the payment elements of this code of conduct throughout their own supply chains
7. Complaints
- 7.1 have in place speedy, responsive, accessible and user friendly procedures for dealing with written (by email or letter) complaints, irrespective of the source of complaint (e.g. whether individual, organisation or representative)

- 7.2 ensure that all appropriate staff, especially “customer facing staff” are familiar with the complaints procedure
- 7.3 advise our clients that complaints should, in the first instance, be directed towards the HEA member themselves wherever practicable
- 7.4 acknowledge receipt of all complaints within 5 working days of receipt
- 7.5 seek to resolve any complaint within 20 working days of receipt
- 7.6 advise our clients that should they be unable to resolve the complaint, that clients may contact the HEA office or HEA Chief Executive, who will then investigate the complaint and refer the matter if required to either a panel consisting of the current HEA or HEA-HEMSA Chair, Immediate Past Chair, Vice Chair and the Chief Executive or to the next HEA Council or HEA-HEMSA Council meeting. In any event, the complaint and the results of any investigation will be communicated to the relevant Council; with summary information being communicated to HEA members as part of the Annual Report.
- 7.7 make any complaint we may have in respect of another HEA Member direct to that member or to the HEA office or HEA Chief Executive, who will then investigate and report back
- 7.8 keep a record of all complaints received and the action taken for review by the HEA auditor or HEA Chief Executive

8. Compliance Audits

- 8.1 provide access to HEA auditors on at least a biennial basis to audit compliance with this code
- 8.2 not wilfully or unintentionally obstruct the auditor in their duties, nor seek to re-arrange the date of audit without good reason
- 8.3 preferably agree with the auditor the actions to be taken, their commencement date and their target completion date
- 8.4 complete any incomplete action plan start dates within a maximum of four weeks from the date of the audit, and shall progress outstanding actions without further delay
- 8.5 complete the audit action plan to show the actions carried out and their completion date

9. In addition HEA Class 1 Members shall:

- 9.1 Be registered to the ISO 9001:2008 National Highways Sector Scheme for Highway Works (NHSS) 8
- 9.2 Be registered to the National Inspection Council for Electrical Installation Contracting (NICEIC) or ECA Certification Scheme or equivalent as decided by the HEA Council.

10. Disciplinary Procedures

If any infringement of this Code is alleged against a Member, the HEA office will write to the Member within 10 working days (to allow initial investigation into the veracity of the allegation) requesting information and supporting evidence. The Member shall respond to the HEA office within 15 working days.

Where the Chief Executive considers that a breach of the Code has taken place, a proportionate response will be agreed with a panel consisting of the current HEA or HEA-HEMSA Chair, Immediate Past Chair, Vice Chair and the Chief Executive or as agreed at the next relevant Council meeting.

If the decision is taken to suspend or terminate membership, the Member will be advised of this at least 14 days in advance of the next relevant Council meeting, and may make representation in writing or in person to that meeting. Any member aggrieved by a decision of the relevant Council to expel them shall be entitled to requisition an extraordinary general meeting for the purposes of appeal.

11. Review of this Code of Conduct

The HEA Member Code of Conduct will be reviewed from time to time as determined by the HEA or HEA-HEMSA Council or by the members at an AGM or both.

Signed:

Date:

Position:

For and on behalf of:

**Appendix 2 Summary of Members by Classification**

<b>Requirement/ Benefit</b>	<b>HEA Class 1</b>	<b>HEA Class 2</b>	<b>HEA HEMSA</b>	<b>HEA Client</b>
<b>Compliance with the Code of Conduct</b>	Yes	Yes subject to clause 3.2.2	Yes	Yes
<b>Voting Rights</b>				
Council	Yes	Yes	Yes	Yes
Members General Meetings	Yes	Yes	Yes	Yes
Committee Meetings	Yes	Yes	Yes	Yes
<b>Attendance at Meetings</b>				
Council	Yes	Yes	Yes	Yes
Members General Meetings	Yes	Yes	Yes	Yes
Committee Meetings	Yes	Yes	Yes	Yes
<b>Included in advertised Membership list</b>	Yes	Yes	Yes	Yes
<b>Preferential rates for training, publications etc</b>	Yes	Yes	Yes	Yes

### Appendix 3 Exhibition Rules

1. HEA agrees to make exhibition opportunities available for its members as agreed with HEA Council and to encourage members to exhibit.
2. HEA Members agree to be supportive of these opportunities and exhibit where they believe this is in their commercial interests and / or those of HEA.
3. Notwithstanding 2 above, all HEA-HEMSA members agree to exhibit at the annual AGM and Conference. In the event that a HEA-HEMSA member chooses not to exhibit at this event, they accept that they will be charged in full for exhibiting nonetheless. Such charges to be agreed by the HEA-HEMSA Council. In the unlikely event that an exhibition is not held at the AGM, the monies charged will be waived or refunded.
4. HEA members agree to act with courtesy, respect and professionalism during build –up, throughout the exhibition event and on take-down.
5. HEA members agree to comply with the HEA requirements and the venue requirements in respect of timings and stand space. Specifically they accept that they will not break down the stands until the time agreed and notified by HEA staff.
6. HEA members agree that if they are not exhibiting, that they will not tout for business and accept that they may be asked to leave the exhibition area and / or the event if a complaint is received and the complaint is upheld.
7. HEA members agree that only employees or agents of the HEA member organisation may take part in any (HEA) exhibition on behalf of an exhibitor. (This would mean that employees of manufacturers with whom a HEA member might have a commercial arrangement (e.g. a partnership or distribution arrangement) would not be allowed to act in any form of official capacity for that HEA member at a HEA exhibition).
8. HEA members accept that exhibition space is allocated on a first come, first served basis. Should the event be unable to accommodate all exhibitors, then HEA reserves the right to generally reduce the stand space available, or to seek an alternative solution, including not accepting the request for stand space. Generally only three employees for each Member shall be permitted into the exhibition; additional Members will be charged for lunch.
9. HEA may offer stand space to all HEA members upon request, on the same basis as that offered generally to HEA-HEMSA members, except that preference will be given first to HEA-HEMSA members and thereafter to other HEA members. Thereafter the HEA may also offer stand space to non-members, except at the Annual Exhibition, Conference and AGM which will remain exclusively available for HEA-HEMSA, and thereafter other HEA, members
10. HEA members exhibiting agree that the HEA logo together with the membership number will be displayed on their stand.
11. Potential HEA members accept that if they are invited to attend an exhibition event, that they will act in a circumspect and professional manner, and not tout for business; they accept that they may be asked to leave the exhibition area and / or the event if a complaint is received and the complaint is upheld.

## **Appendix 4 – Role of Council Members**

Council Members must act in the best interests of the HEA. In particular Council Members shall:

Exercise a degree of skill and care. They must:

- show the skill expected of a person with their knowledge and experience
- act as a reasonable person would do looking after their own business

Act in good faith in the interests of the HEA as a whole. This includes:

- treating all stakeholders equally
- avoiding conflicts of interest
- declaring any conflicts of interest
- not making personal profits at the company's expense
- not accepting benefits from third parties

Obey the law:

- company law requires the production of proper accounts and send various documents to Companies House
- other laws include areas such as health and safety, employment law and tax

Council Members must ensure that they act in the way they consider, in good faith, would be most likely to promote the success of the HEA for the benefit of its members as a whole, and in doing so have regard (amongst other matters) to:

- (a) the likely consequences of any decision,
- (b) the interests of the HEA's employees,
- (c) the need to foster the HEA's business relationships with suppliers, customers and others,
- (d) the impact of the HEA's operations on the community and the environment,
- (e) the desirability of the HEA maintaining a reputation for high standards of business conduct, and
- (f) the need to act fairly

Council Members must avoid conflicts of interest. They must avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the HEA. This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the HEA could take advantage of the property, information or opportunity).

## Appendix 5 Definitions

(1) In the Bylaws except where the context otherwise requires the following words and phrases shall have the meanings respectively ascribed to them:

- (a) "the HEA" means the "Company" ;
- (b) "the Bylaws" means these Bylaws as added to, amended or revoked from time to time;
- (c) "the Company" means the Company limited by guarantee and incorporated on 30 October 2007, registered number 6413222 which bears the name "HEA Limited";
- (d) "the Council" means the Council of the HEA or the Council of HEA-HEMSA as applicable;
- (e) a "Member" means an organisation or person who has been elected by Council as a member of the HEA. "HEA Member" includes all Member classes of the HEA unless explicitly stated otherwise
- (f) a "Representative" means a person nominated by a Member to represent them at Members' meetings and where appropriate Council meetings.
- (g) "a Council Representative" is a Member's Representative who has been elected to serve and vote on the Council.
- (i) "the Articles" means the Memorandum of Association of the HEA as amended from time to time, for the time being in force;
- (j) "in writing" and "written" includes printing, lithography and other modes of representing or reproducing words in a visible form.
- (k) "Contracting Office" has the same meaning as defined in the ISO 9001:2008 National Highways Sector Scheme document for Highway Works 8
- (l) "Technical Audit" has the same meaning as defined in the ISO 9001:2008 National Highways Sector Scheme document for Highway Works 8

(2) In the Bylaws except where the context otherwise requires:

- (a) Any reference to the making of a Bylaw shall include a reference to the amending of a Bylaw already made.
- (b) Words importing the masculine gender shall include the feminine, words in the singular shall include the plural and words in the plural shall include the singular.
- (c) Words importing persons shall include corporations and "corporations" shall include unincorporated associations.
- (d) References to any statutory enactment shall include any statutory re-enactment or modification thereof and all Bylaws and delegated legislation made thereunder.

(3) Any words and terms which may be defined by the Articles shall, unless the context otherwise requires, have the same meaning in the Bylaws.