



The Highway Electrical Manufacturers and
Suppliers Association

Highway Electrical Manufacturers & Suppliers Ltd

Bylaws



HIGHWAY ELECTRICAL MANUFACTURERS AND SUPPLIERS LTD

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Document Control

Issue statement

Issue no.	Comments
Issue 2 July 2009	New issue following EGM in July 2009 incorporating revised Code of Conduct
Issue 3 Mar 2010	Revisions to appendix 4 – exhibition rules following hemsa council meeting on 20/01/2010. New requirement in clause 7; Old clauses 7-9 re-numbered as 8-10.
Issue 4 Jul 2010	CoC clause 2.4 amended to enable HEMSA to collect accident statistics; CoC clause 3.1 replaced with clauses 3.1 to 3.4 to align with HERS requirements; previous clause 3.2 now numbered as 3.5; Appendix 3 clause 2 (5) amended to allow Council to nominate replacements; Appendix 4 clause 9 amended to permit non-members to exhibit, other than at the Annual Exhibition, Conference and AGM; Appendix 4 clause 10 added requiring display of the HEMSA logo on members' stands; Appendix 4 previous clause 10 now numbered 11

BYLAWS

1. Name

HEMSA, the Highway Electrical Manufacturers and Suppliers Association is a trading name of Highway Electrical Manufacturers and Suppliers Ltd. Hereinafter Highway Electrical Manufacturers and Suppliers Ltd. shall be referred to as HEMSA.

2. Objects

The objects of HEMSA shall be:

- 1 To promote a high standard of quality in highway electrical products and services.
- 2 To recommend a code of conduct.
- 3 To undertake or support the scientific and engineering investigation of matters affecting Members.
- 4 To co-operate with other organisations for the advancement of highway electrical practice.
- 5 By co-operation between Members, exchange of knowledge and information and by mutual helpfulness to enable each to attain maximum efficiency within their respective organisations
- 6 To protect the interests of Members against any action, conduct or proceedings which tend to impose undue restrictive conditions upon any branch of the industry.
- 7 To promote and defend the interests of Members and to secure mutual support and co-operation in dealing with all matters affecting Members common interests
- 8 To give publicity to the work of Members by way of collective advertising, exhibitions or otherwise.
- 9 To have a logo for use by Members.
- 10 To watch over legislation and other measures which may affect or tend to affect the interests of the Industry.
- 11 To give Members such assistance as shall appear proper or desirable to the Association.

3. Structure

3.1 Council

There shall be a Council that shall be constituted by Members Representatives who are elected annually at the annual general meeting of Members. Each Members Representative elected to Council shall also be a Company Director of Highway Electrical Manufacturers and Suppliers Ltd and shall fulfil those duties as required by the Companies Act. Council members are expected to understand the responsibilities associated with being a company director, and therefore their position within the Member organisation should be such as to reflect this and they should have responsibility at a national level within their organisation. Any other person can be co-opted by Council as an Advisor or Observer. The responsibilities of the Council are listed in Clause 9.

3.2 Secretariat

There shall be a Secretariat headed by a Chief Executive that shall be responsible for managing and administering the affairs of the Company including financial matters. The Chief Executive shall be the Company Secretary of Highway Electrical Manufacturers and Suppliers Ltd.

4. Membership

4.1 Qualification for Membership

HEMSA shall consist of organisations who manufacture and/or supply goods and /or services 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.

4.2 Classification

There are no separate classes of Membership.

4.3 The Code of Conduct

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 will be made available on request to the Secretariat.

The Secretariat will arrange an audit at each Member's office at a frequency of no more than once every two years, to ensure compliance with the Code of Conduct

4.4 Nomination and Voting

Each accepted Member shall be entitled to send two representatives to attend meetings of Members but only one who has also been nominated shall have a vote.

4.5 Election of Members

Election of new Members shall be by the Council whose decision thereon shall be final. Applications for Membership shall be made in the form prescribed from time to time by the Council and every new Member, upon election, shall be bound by the Bylaws of HEMSA 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. Every Member upon election shall be bound by the rules

of the Company and by such other condition or conditions, if any, as the Council may think to impose as a condition

4.6 Membership Conditions

Every Member upon election shall

- a) be bound in accordance with the Memorandum to contribute to the assets of HEMSA 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 HEMSA an amount not exceeding £1; and
- b) be bound by the Bylaws of HEMSA and
- c) by such other condition or conditions, if any, as the Council may decide to impose as a condition.

4.7 Annual Subscriptions and Levies

The Annual General Meeting of Members shall fix the amount of the entrance fee, annual subscription and/or levies payable by Members subject to revision from time to time. The entrance fee and subscription 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 on demand.

5. Termination of Membership

5.1 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.

5.2 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 HEMSA any Member which has been guilty of any conduct which in the opinion of the Council is contrary to the Bylaws of HEMSA or which the Council may decide is for any reason unsuitable to remain a Member of HEMSA. 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 exclude and permit the Member to make representations to the Council against its suspension or expulsion. Any Member which is aggrieved by a decision of the Council to suspend or expel it from Membership shall have the right to requisition an Extra-Ordinary 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 HEMSA'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 HEMSA may have against it for damage, loss or expense sustained by HEMSA arising out of conduct leading to the expulsion.

5.3 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 HEMSA, shall forfeit all claim to a return of money paid by him to HEMSA 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.

6. Register

The Secretariat shall keep a correct 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 to the inspection of any Member at the offices of HEMSA.

7. Meetings

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.

The Council may whenever it sees fit and shall, on the requisition made in writing to the Chief Executive by six of the Members 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 HEMSA and be signed by all those making the requisition.

Not less than fourteen days notice of any meeting of HEMSA 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.

8. Council

The Council shall be responsible for the general affairs of HEMSA including:

- Establishing the strategic direction of HEMSA,
- Establishing objectives for approval by Members at the Annual General Meeting
- To monitor the performance of the Chief Executive and his/her staff against the objectives.
- The election of new Members.
- The appointment of the Chief Executive , servants and agents.
- The remuneration of the Chief Executive.
- Proposals for the appointment and discharge of auditors

9. Council Officers

There shall be a Chairman, Vice-Chairman, Vice-Chairman Elect and such other officers as the Members from time to time decide and they shall be elected by the Members Representatives from amongst themselves.

The Council shall consist of the Chairman, Vice-Chairman, Immediate Past Chairman, Vice-Chairman Elect and not fewer than three other Members' Representatives and the number of these other Members' Representatives above three shall be fixed each year by the Members in General Meeting 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.

The Chief Executive will have duties as defined in appendix 2 and changed from time to time as agreed by the Council.

10. Election of Council

At every Annual General Meeting all of the elected Council Representatives shall retire. Any Member may nominate a Representative for election on the Council by delivering to the Chief Executive at least fourteen days before the Annual General Meeting a written notice signed by such Members and stating the name of the Representatives it wishes to nominate. In the event of a casual vacancy the Council shall have the power to fill any such vacancy. Any retiring Council Representative or one who retires and is not re-elected shall resign as a Director of the Company.

Guidance on the election of Council Members is shown in Appendix 3.

11. 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 Members of the Council or not.

12. 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 three and at a meeting of Members shall be four of the Members' Representatives entitled to attend and vote at such a meeting.

13. 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. Each Member shall nominate two representatives to attend meetings of the Council but only one of these representatives shall have a vote. On a show of hands votes shall be given personally but on a poll the votes may be given personally or by proxy.

3. Any person may act as a proxy if nominated by a Member of HEMSA. The instrument appointing a proxy shall be in writing under the hand of the appointer and shall be delivered at the office of HEMSA 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 HEMSA.

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 HEMSA, 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 Council whose decision shall be final.

16. Travelling and Other Expenses

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

17. Indemnities

1. The members of the Council and committees of HEMSA and the officers and staff of HEMSA shall be entitled to be indemnified by HEMSA 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 HEMSA against all such costs, charges, losses, expenses and liabilities, and apply the proceeds of any such insurance for their benefit.

18. Legal Proceedings

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

19. Dissolution of HEMSA

HEMSA may be dissolved by the votes of a majority of the Members present at a General Meeting of HEMSA, provided that one month's notice of any such proposal shall be given to all Members of

HEMSA. In the event of any such dissolution the property of HEMSA shall be divided, after providing for all liabilities, equally among the Members of HEMSA at that time.

20. Duties and Compliance by Members

For the information and guidance for HEMSA, 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 HEMSA and shall comply with any scheme introduced thereunder.

Appendix 1 Code of Conduct

Since 1998 HEMSA has 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. HEMSA Members range from small businesses to multinational companies and all members must meet the HEMSA Membership criteria as set out by HEMSA Council as well as the ongoing audit requirements of HEMSA.

HEMSA is dedicated to improving and maintaining standards in the industry, so that all clients of HEMSA members can have confidence that they are receiving value for money. The majority of professional organisations involved in the manufacturing, distribution and supply of products to the highway electrical sector are members of HEMSA.

Compliance with this Code of Conduct is mandatory on all HEMSA Members, and whilst no code can cover every instance or every detail of practice and behaviour, its effectiveness is dependent on HEMSA Members observing the spirit, as well as the letter, of the Code. This also depends on HEMSA Members regulating, 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 HEMSA Members.

Standards of Service

As a HEMSA 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 provide products and services 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 HEMSA or its members into disrepute

2. Health, Safety, Environment and Competence

- 2.1 have a quality management system in line with ISO9001
- 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 HEMSA 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 carrying out site works are registered to HERS within 12 months of commencing employment

- 3.4 ensure that all sub-contractors carrying out site works within the scope of HERS are registered to it and are using HERS registered personnel on their works
- 3.5 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 HEMSA or HEMSA Members into disrepute
- 5.6 ensure that the HEMSA logo is used as supplied by HEMSA, only so long as we remain a member of HEMSA and are in full compliance with this Code. The HEMSA logo is only to be used in conjunction with our HEMSA Membership number
- 5.7 use the HEA logo only where we are an HEA Approved Training Organisation and in full compliance with the Approved Training Organisation requirements and in conjunction with the words "HEA Approved Training Organisation"
- 5.8 ensure that the HEMSA and HEA 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

6. Payment

- 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 HEMSA 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 HEMSA office or HEMSA Chief Executive, who will then investigate the complaint and refer the matter if required to either a panel consisting of the current HEMSA Chair, Immediate Past Chair and the Chief Executive or to the next HEMSA Council meeting. In any event, the complaint and the results of any investigation will be communicated to HEMSA Council; with summary information being communicated to HEMSA members as part of the Annual Report.
- 7.7 make any complaint we may have in respect of another HEMSA Member direct to that member or to the HEMSA office or HEMSA 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 HEMSA auditor or HEMSA Chief Executive

8. Compliance Audits

- 8.1 provide access to HEMSA 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. Disciplinary Procedures

If any infringement of this Code is alleged against a Member, the HEMSA 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 HEMSA 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 HEMSA Chair, Immediate Past Chair and the Chief Executive or as agreed at the next HEMSA Council meeting.

If the decision is taken to suspend or terminate membership, the Member will be advised of this at least 10 working days in advance of the next HEMSA Council meeting, and may appeal through representation in writing or in person to that meeting. The decision of the HEMSA Council will be final.

10. Review of this Code of Conduct

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

Signed:

Date:

Position:

For and on behalf of:

Appendix 2 Duties of the Chief Executive

The Duties of the Chief Executive shall include:

- The general management of HEMSA
- To meet the objectives set by Council.
- To propose objectives and financial budgets to Council for subsequent approval by Members at their Annual General Meeting.
- To sign formal contracts and lease agreements on behalf of HEMSA.
- To recruit and appoint staff in line with the objectives and budgets set by Council and Members.

Appendix 3 Guidelines for the Election of Officers and Council Representatives

1. Introduction and Scope

HEMSA Bylaws require that each year a chairman, vice chairman and vice chairman elect are elected and that a new Council is formed. These notes provide guidance to Members on the election of officers and Council to best ensure a solid succession strategy for the efficient and progressive management of HEMSA.

2. Election of Officers

Guidance for the election of officers is as follows:

- 1 The chairman should serve on Council for at least 2 years before election and have served as vice chairman or vice chairman elect.
- 2 The vice chairman should serve on Council for at least 1 year before election, preferably as vice chairman elect.
- 3 The vice chairman elect need not have served on Council.
- 4 Council will make proposals each year for the nomination of officers.
- 5 In the event of the chairman or vice chairman leaving their employer who is a Member or ceases to be the Representative for their Member company, then the position vacated will be taken up by appropriate person nominated by Council. If the position of vice chairman elect becomes vacant, then this position can be filled at the next AGM.

3. Election of Council

The Bylaws requires that a new Council is elected every year. In order to maintain continuity but also to allow for new Council Representatives, guidance for the election of Council should be as follows:

1. The number of Council Representatives shall be agreed by Council
2. Council Representatives should be prepared to stand on Council for at least 3 years.
3. Council Representatives should preferably be prepared to become officers. It should however be recognised 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.
4. Council will make proposals each year for the nomination of the new Council Representatives.

Appendix 4 Exhibition Rules

1. HEMSA agrees to make exhibition opportunities available for its members as agreed with HEMSA Council and to encourage members to exhibit.
2. HEMSA Members agree to be supportive of these opportunities and exhibit where they believe this is in their commercial interests and / or those of HEMSA.
3. Notwithstanding 2 above, all HEMSA members agree to exhibit at the annual AGM and Conference. In the event that a 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 HEMSA Council. In the unlikely event that an exhibition is not held at the AGM, the monies charged will be waived or refunded.
4. HEMSA members agree to act with courtesy, respect and professionalism during build –up, throughout the exhibition event and on take-down.
5. HEMSA members agree to comply with the HEMSA 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 HEMSA staff.
6. HEMSA 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. HEMSA members agree that only employees or agents of the HEMSA member organisation may take part in any (HEMSA) exhibition on behalf of an exhibitor. (This would mean that employees of manufacturers with whom a HEMSA 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 HEMSA member at a HEMSA exhibition).
8. HEMSA members accept that exhibition space is allocated on a first come, first served basis. Should the event be unable to accommodate all exhibitors, then HEMSA 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. HEMSA may offer stand space to ASLEC members upon request, on the same basis as that offered generally to HEMSA members, except that preference will be given first to HEMSA members and thereafter to ASLEC members. Thereafter HEMSA may also offer stand space to non-members, except at the Annual Exhibition, Conference and AGM which will remain exclusively available for HEMSA, and thereafter ASLEC, members
10. HEMSA (and ASLEC) members exhibiting agree that the HEMSA logo together with the membership number will be displayed on their stand.
11. Potential HEMSA 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 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) "HEMSA" 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 ??20 December 2008??, registered number 6458803 which bears the name " Highway Electrical Manufacturers and Suppliers Association Limited";

(d) "the Council" means the Council of HEMSA;

(e) a " Member" means an organisation or person who has been elected by Council as a member of HEMSA.

(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.

(h) "the Memorandum" means the Memorandum of Association of HEMSA as amended from time to time, for the time being in force;

(i) "in writing" and "written" includes printing, lithography and other modes of representing or reproducing words in a visible form;

(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 there under.

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