

THE COMPANIES ACTS 1985 AND 2006

A COMPANY LIMITED BY GUARANTEE

COMBINED

**ARTICLES OF ASSOCIATION,
MEMBERSHIP RULES AND REGULATIONS
AND MEMBERSHIP CODE OF CONDUCT**

OF

NATIONAL FEDERATION OF BUILDERS LIMITED

(adopted by special resolution and NEB passed on 10 June 2021)

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Company No: 04213125

THE COMPANIES ACTS 1985 AND 2006

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

NATIONAL FEDERATION OF BUILDERS LIMITED

(adopted by special resolution passed on 10 June 2021)

1. **DEFINITIONS**

In these regulations:

- “the Act”** means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;
- “the Articles”** means the articles of association of the NFB;
- “Associate Member”** means any person admitted associate membership of the NFB in accordance with the Membership Rules and Regulations
- “Chief Executive Officer” or “CEO”** means the Chief Executive Officer of the NFB;
- “clear days”** in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- “Code of Conduct”** means the Code of Conduct adopted from time to time by the NEB governing the trading practices to be observed by members;
- “communication”** means the same as in the Electronic Communications Act 2000;
- “electronic communication”** means the same as in the Electronic Communications Act 2000;
- “executed”** Includes any mode of execution;
- “Full Member”** means any person admitted to full membership of the NFB in accordance with the Membership Rules and Regulations;
- “Honorary Member”** means any person admitted to honorary membership of the NFB in accordance with the Membership Rules and Regulations;

“Local Association”	means local associations of the NFB in accordance with Article 7.
“Members”	means, unless otherwise stated, a Full Member and does not mean an Associate Member and Honorary Member;
“Membership Rules and Regulations”	means the rules and regulations adopted by the NEB relating to the admission, subscriptions, membership and disciplinary and appeals relating to members and made available to all Members;
“the National Executive Board” or “NEB”	means the National Executive Board of the NFB;
“NEB member”	means a member of the NEB;
“the NFB”	means this company by guarantee with the name “the National Federation of Builders”;
“Old Region”	means South West Builders Federation, Southern Counties Builders Federation, London Builders Federation, Eastern Builders Federation, Midlands Builders Federation, North Western Builders Federation, Liverpool Builders Federation, Northern Counties Builders Federation, Yorkshire Builders Federation, South Wales Builders Federation or said groups’ successor organisations where those organisations have renamed, reformed and are still active.
“REB”	means a Regional Executive Board and the Executive Board for Wales or any of them;
“Region”	means the seven regions set out in Article 7;
“office”	means the registered office of the NFB;
“the UK”	means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the NFB.

2. MEMBERSHIP

Members

The members of the NFB shall be either Full Members, Honorary Members or Associate Members

3. ELIGIBILITY FOR MEMBERSHIP

3.1 The persons eligible to apply for membership shall be individuals; and

3.2 companies (within the meaning of the Act) if they, or the partnerships in which they are partners, who undertake or carry on as a principal business construction related activity and, in the case of Associate Members, activities relating to support services required for construction

businesses. Any decision as to whether activities fall within this definition shall be at the discretion of the NEB, whose decision will be final.

4. **ADMISSIONS, SUBSCRIPTIONS, MEMBERSHIP AND DISCIPLINARY AND APPEALS**

All matters relating to admission, subscriptions, membership and disciplinary and appeals shall be as set out in the "Membership Rules and Regulations" as approved from time to time by the NEB and made available to all Members.

5. **CODE OF CONDUCT**

All Members (including Honorary and Associate Members) shall abide by the Code of Conduct.

6. **SECTORAL GROUPS**

Sectoral Groups are groups established by the NEB to represent specific areas of construction. Establishment of a Sectoral Group and its subsequent disestablishment shall be by resolution of the NEB. The NEB may set out the terms of reference of each Sectoral Group save that all Sectoral Groups shall be subject to the following terms:

6.1 **The Sectoral Group shall represent the Company regarding the area in relation to which it has been established.**

6.2 The Chair appointed to such Sectoral Group shall be appointed by the NEB for a 3 year term that may be renewed once.

6.3 The Sectoral Group must meet at least twice a year.

6.4 Members of the Sectoral Groups must be Members who are related to the area of construction the Sectoral Group has been established in relation to. Secretarial functions for the Sectoral Group shall be provided by employees of the Company.

Other terms of reference shall be set out relating to Sectoral Group and may be amended by the NEB at its discretion. The NEB may grant or withdraw from the Sectoral Group a budget and specify a programme of works that it wishes the Sectoral Group to fulfil, the Sectoral Group shall provide such reports in relation to such budget and programme as required by the NEB.

7. **LOCAL ASSOCIATIONS**

7.1 The Local Associations shall, at the date of the adoption of these Articles, and the REB to which they shall be accountable to, be:

7.1.1 **North West**

Barrow, Burnley, Chester & Crewe, East Lancashire, Eden & Solway, Fylde Coast, Kendal/Lakeland, Lancaster & Morecombe, Liverpool, Manchester, Oldham & Rochdale, Preston, South Lancashire, Southport, St Helens, Warrington, Wigan.

7.1.2 **North East**

Bradford, Bridlington, Calderdale, Craven, Doncaster & Barnsley, Goole & Selby, Harrogate, Hull, Keighley, Leeds, Mid Yorkshire, Newcastle & Northumberland, Scarborough, Sheffield & Rotherham, Stockport, Macclesfield, Teeside, Whitby & District, York.

7.1.3 **Midlands**

Birmingham, Leicestershire, Lincolnshire, North Staffordshire, Northampton & County, Nottinghamshire & Derbyshire, Nuneaton & Hinckley, Shropshire, Wolverhampton & District, Worcestershire, Worksop, Retford.

7.1.4 **Eastern**

Bedfordshire, Cambridgeshire, Colchester & Essex, Norwich & District, Suffolk, West Suffolk.

7.1.5 **South West**

Bath & District, Bristol & District, Cornwall, Devon, Gloucestershire, Herefordshire, Somerset, West Dorset, Wiltshire.

7.1.6 **Southern**

Bournemouth & District, Buckinghamshire, Dorset, East Kent, Hampshire, Isle of Wight, London, North Herefordshire, Surrey, Sussex, West Kent.

7.1.7 **Wales**

Brecon & Radnor, Cardiff, Bridgend & Mid Glamorgan, Cardiganshire, Carmarthenshire, Clwyd, Gwynedd, Montgomeryshire, Newport & Gwent, North East Wales, Pembrokeshire, West Glamorgan.

7.2 Other Local Associations may be added only with the consent of the NEB and shall be allocated to a REB at its discretion.

7.3 Each Local Association shall have the following responsibilities which may be varied from time to time by the NEB at its absolute discretion:

7.3.1 to administer the affairs of the NFB within the area defined for that Local Association by the NEB;

7.3.2 to assist the relevant REB to achieve their objectives and fulfil their responsibilities;

7.3.3 to support and assist the relevant region to meet all recruitment/retention targets;

7.3.4 to deliver an increased, well satisfied and participative membership;

7.3.5 ensure Members observe the Code of Conduct;

7.3.6 assist the REB in researching and formulating a clear definitive view on all key construction policy issues;

7.3.7 propose for consideration by the NEB persons who have rendered distinguished service to the NFB for consideration for appointment as Honorary Members;

7.3.8 nominate Members to serve on the NFB working parties;

7.3.9 ensure the NFB marketing strategies are implemented in that Local Association's region; and

7.3.10 contribute to marketing support in relation to all recruitment/retention activities.

7.4 Each Local Association shall appoint:

- Chairperson
- Deputy Chairperson
- Treasurer

who, together with the immediate past chairperson shall constitute the officers of the Local Association. The Local Association's officers are accountable to the relevant REB.

- 7.5 A quorum at any Local Association meeting shall be 3 Members.
- 7.6 Each officer shall be appointed by the annual general meeting of that Local Association for a term of two years which appointment may be renewed once.
- 7.7 Each Local Association may co opt further members either from that Local Association or any other to assist the officers.
- 7.8 Local Associations may work together or cooperate in order to better serve the interests of the Members in their area.

8. REGIONAL EXECUTIVE BOARD AND EXECUTIVE BOARD FOR WALES

The NFB has established six Regional Executive Boards and an Executive Board for Wales. Each REB shall manage the business of the NFB in its region including but not limited to:

- Membership – recruitment, retention and activity
- Finance – non subscription income etc
- Activity within the region
- Networking Events
- Related matters affecting the region and nationally both internally and externally

Each REB shall comprise the following:

- Chairperson to be appointed by the Members of that Region
- A Member nominated from each Local Association in that Region
- A Member nominated from each Old Region
- Immediate Past Regional Chairperson
- Chief Executive Officer
- Any other Member invited to the Board

An REB may co-opt any additional Members in their region as the REB in its discretion shall decide. An REB shall be subject to the following provisions:

- The quorum of an REB meeting shall be 3 Members.
- Each member of the REB shall serve for 2 years such term being renewable once.
- Each REB shall meet at least 2 times a year.

Each REB shall have the following responsibilities (subject to any amendment by the NEB at its discretion):

- 8.1 to implement the plans, policies and decisions of the NEB promptly and professionally;
- 8.2 to help deliver the business plan and budgetary goals;
- 8.3 to deliver an increasing, well satisfied and participative membership;
- 8.4 assist the NEB in researching and formulating a clear, definitive NFB view on all key construction policy matters, ensuring that regional interests are vigorously represented;
- 8.5 ensure that the NFB's own working parties are well supported;

- 8.6 maintain strong independent links with regional bodies and the regional branches of national organisations;
- 8.7 secure maximum Member participation in all policy briefings, workshops, consultations and play a high profile role in regional policy debates;
- 8.8 contribute to the development of all national long/short term strategic/tactical plans and implement these with the full knowledge of the NEB;
- 8.9 contribute to the business plan for NEB approval and continuously review progress against such plan;
- 8.10 ensure that the NFB's marketing strategies are implemented at regional level;
- 8.11 contribute to marketing support for all recruitment/retention activities;
- 8.12 monitor quarterly financial and management accounts; and
- 8.13 seek and oversee a regional budget, delegated from the NEB based on sound proposals serving the region in line with this delegation.

The NEB may, at its discretion, provide a budget to the REB either on a general basis or for specific projects. The REB shall be required to report in relation to such budget however any spending in accordance with such budget shall require the approval of the NEB and the provision of a budget shall not imply the approval of the NEB for specific payments.

9. **GENERAL MEETINGS**

The NEB may call general meetings and, on the requisition of Members under the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the UK sufficient NEB members to call a general meeting, any NEB member or any Member may call a general meeting.

10. **NOTICE OF GENERAL MEETINGS**

- 10.1 General meetings shall be called by at least 21 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights at the meeting of all the Members. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all the Members and Honorary Members and to all the NEB members and to the auditors.
- 10.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

11. **PROCEEDINGS AT GENERAL MEETINGS**

- 12. The quorum at a general meeting shall be 5 Members.
- 13. Honorary Members may attend and speak but not vote at general meetings.
- 14. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall be dissolved.
- 15. The Chair nominated by the NEB and elected by the NFB in general meeting or, in their absence some other NEB member nominated by the NEB, shall preside as Chair of the meeting, but if neither the Chair nor such other NEB member (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the NEB members present shall elect one of their number to be Chair and, if there is only one NEB member present and willing to act, they shall be Chair.

16. If no NEB member is willing to act as Chair, or if no NEB member is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chair.
17. An NEB member shall, notwithstanding that they are not a Full Member or Honorary Member, be entitled to attend and speak at any general meeting.
18. The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at the adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. A resolution to adjourn a meeting shall be a resolution passed by a majority of two-thirds of the Members present and entitled to vote.
19. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
20. Debate and amendment of resolutions shall be at the discretion of the Chair.

21. **VOTES OF MEMBERS**

A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

22. Subject to the provisions of the Act, a poll may be demanded:

- (a) By the Chair; or
- (b) By at least 2 Members having the right to vote at the meeting; or
- (c) By a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

23. A demand for a poll made by a person as proxy for a Member shall be the same as a demand by the Member.
24. Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
25. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
26. A poll shall be taken as the Chair directs and the Chair may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a second vote in addition to any other vote the Chair may have.
28. A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. 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 the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

29. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
30. On a show of hands every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative are themselves a Member entitled to vote, shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
31. In the case of joint Members the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Members; and seniority shall be determined by the order in which the names of the joint Members stand in the register of members.
32. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the UK or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by their receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the NEB of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of the instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
33. No Member shall vote at any general meeting, either in person or by proxy, unless all subscriptions and any other monies payable by them to the NFB have been paid.
34. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
35. The appointment of a proxy shall be in writing executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the NEB may approve):

“The National Federation of Builders (“NFB”)

I/Weof

Being a Member/Members of the NFB, hereby appoint

.....of.....

Or failing them.....of.....

As my/our proxy to vote in my/our name[s] and on

My/our behalf at the general meeting of the NFB to be

Held on

.....20...and at any adjournment thereof.

Signed on.....20....

36. Where it is desired to afford members an opportunity of instructing the proxy how they shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the NEB may approve):

"The National Federation of Builders ("NFB")

I/Weof

Being a Member/Members of the NFB, hereby

..... Appoint of.....

Or failing them.....of.....

As my/our proxy to vote in my/our name[s] and on

my/our behalf at the general meeting of the NFB to be

held on

.....20...and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned

below as follows:

Resolution No. 1 For* Against*

Resolution No. 2 For* Against*

**strike out whichever is not desired.*

Unless otherwise instructed, the proxy may vote as they think

fit or abstain from voting.

Signed on.....20.....

37. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the NEB may:

(a) In the case of an instrument in writing be deposited at the office or at such other place within the UK as is specified in the notice convening the meeting or in any instrument of proxy sent out by the NFB in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) In the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

(i) In the notice convening the meeting; or

(ii) In any instrument of proxy sent out by the NFB in relation to the meeting; or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the NFB in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote:

(c) In the case of a poll taken more than 48 hours after it is demanded, be deposited hours before the time appointed for the taking of the poll; or

- (d) Where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to any NEB member;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

In this regulation and the next, "address" in relation to electronic communications, includes any number or address used for the purposes of such communications.

38. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the NFB at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in any electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

CORPORATE GOVERNANCE

39. **NATIONAL EXECUTIVE BOARD**

Status of NEB members

The National Executive Board shall be the board of directors of the NFB, and every NEB member shall have the powers and the authority and be subject to the duties and obligations of a director of the NFB.

40. **COMPOSITION OF THE NEB**

The NEB will comprise up to 17 NEB members as made up as follows:

- (a) The National Chair of the NFB (elected by the NEB);
 - (b) Incoming Chair (Junior Vice Chair)
 - (c) Past Chair (Senior Vice Chair)
 - (d) Chair of the Finance, Audit and Investment Group
 - (e) Independent Company Secretary
 - (f) Seven Chairs of the REBs;
 - (g) The CEO;
 - (h) The Finance Director;
 - (i) Up to two other executive directors; and
 - (j) A Member co-opted by the NEB.
41. NEB members listed in Article 40(a) to (f) and (i) shall serve for a term of 2 years which may be renewed once for a further 2 year term.

42. **POWERS OF NEB MEMBERS**

Subject to the provisions of the Act, the memorandum and the Articles and to any directions given by special resolution, the business of the NFB shall be managed by the NEB members, who may exercise all the powers of the NFB.

43. No alteration of the memorandum or Articles and no such direction shall invalidate any prior act of NEB members which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to NEB members by the Articles and a meeting of NEB members at which a quorum is present may exercise all powers exercisable by NEB members.
44. NEB members may, by power of attorney or otherwise, appoint any person to be the agent of NFB for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of their powers.

45. **DELEGATION OF NEB MEMBERS' POWERS**

NEB members may delegate any of their powers to any group or working group consisting of one or more NEB members. They may also delegate to the CEO such of their powers as they consider desirable to be exercised by the CEO. Any such delegation may be made subject to any conditions NEB members may impose, and either collaterally with or to the exclusion of the powers of NEB members and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of NEB members so far as they are capable of applying.

46. **DISQUALIFICATION AND REMOVAL OF NEB MEMBERS**

The office of an NEB member shall be vacated if:

- (a) They cease to be an NEB member by virtue of any provision of the Act or they become prohibited by law from being a director; or
- (b) They become bankrupt or make any arrangement or composition with their creditors generally; or
- (c) They are, or may be, suffering from mental disorder and either:
 - (iv) They are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (v) An order is made by a court having jurisdiction (whether in the UK or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs; or
- (d) They resign their office by notice to the NFB; or
- (e) They cease to be a Member where being such was required when they became an NEB Member; or
- (f) They shall for more than 6 consecutive months have been absent without permission of the NEB from meetings of the NEB held during that period and the NEB resolves that they vacate office.

47. **REMUNERATION AND EXPENSES OF NEB MEMBERS**

Payment of an honorarium to the Chair and to other NEB members shall be at the discretion of the NEB.

48. NEB members may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at NEB meetings and committee meetings, or general meetings or otherwise in connection with the discharge of their duties.

49. **NEB MEMBERS' APPOINTMENTS AND INTERESTS**

50. Subject to the provisions of the Act, and provided that they have disclosed to the NEB the nature and extent of any material interest of theirs, an NEB member notwithstanding their office:

(a) May be a party to, or otherwise interested in, any transaction or arrangement with the NFB or in which the NFB is otherwise interested;

(b) May be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the NFB or in which the NFB is otherwise interested; and

(c) Shall not, by reason of their office, be accountable to the NFB for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit,

51. For the purposes of the previous Article:

(a) A general notice given to the NEB that an NEB member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of person is interested shall be deemed to be a disclosure that the NEB member has an interest in any such transaction of the nature and extent so specified; and

(b) An interest of which an NEB member has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of theirs.

52. The NEB may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any NEB member who has held but no longer holds any executive office or employment with the NFB or with any body corporate which is or has been a subsidiary of the NFB or a predecessor in business of the NFB or of any such subsidiary, and for any member of their family (including a spouse and a former spouse) or any person who is or was dependent on them, and may (before as well as after they cease to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

53. **PROCEEDINGS OF THE NEB**

The NEB shall meet at least 3 times in a calendar year.

54. Subject to the provisions of the Articles, NEB members may regulate their proceedings as they think fit. An NEB member may call a meeting of the NEB. It shall not be necessary to give notice of a meeting to an NEB member who is absent from the UK.

55. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

56. The quorum for the transaction of the business of the NEB shall be 5 excluding all executive directors.

57. The continuing NEB members, or a sole continuing NEB member, may act notwithstanding any vacancies in their number, but, if the number of NEB members is less than the number fixed as a quorum, the continuing NEB members or NEB member may act only for the purpose of filling vacancies or of calling a general meeting.

58. Unless they are unwilling to do so, the Chair shall preside at every meeting of the NEB at which the Chair is present. But if there is no Chair in office, or if the Chair is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the NEB members present may appoint one of their number to be Chair of the meeting.
59. All acts done by a meeting of the NEB, or a committee of the NEB, or by a person acting as an NEB member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any NEB member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be an NEB member and had been entitled to vote.
60. A resolution in writing signed by all the NEB members entitled to receive notice of a meeting of the NEB or of a committee of the NEB shall be as valid and effectual as if it had been passed at a meeting of the NEB or (as the case may be) a committee of the NEB duly convened and held and may consist of several documents in the like form each signed by one or more NEB members.
61. Save as otherwise provided by the Articles, an NEB member shall not vote at an NEB meeting or a meeting of an NEB group on any resolution concerning a matter in which they have, directly, or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the NFB unless their interest or duty arises only because the case falls within one or more of the following paragraphs:
- (a) The resolution relates to the giving to them of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by them for the benefit of, the NFB or any of its subsidiaries;
 - (b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the NFB or any of its subsidiaries for which the NEB member has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - (c) Their interest arises by virtue of them subscribing or agreeing to subscribe for any shares, debentures or other securities of the NFB's subsidiaries or by virtue of them being or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the NFB or any of its subsidiaries for subscription, purchase or exchange;
 - (d) The resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by Her Majesty's Revenue and Customs for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the NFB), connected with a director shall be treated as an interest of the NEB member.

62. An NEB member shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
63. The NFB may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting an NEB member from voting at an NEB meeting or an NEB committee meeting.
64. Where proposals are under consideration concerning the appointment of two or more NEB members to offices or employments with the NFB or any body corporate in which the NFB is interested the proposals may be divided and considered in relation to each NEB member separately and (provided they are not for another reason precluded from voting) each of the NEB members concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning their own appointment.

65. If a question arises at an NEB meeting or an NEB group meeting as to the right of an NEB member to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and the Chair's ruling in relation to an NEB member other than the Chair themselves shall be final and conclusive.

66. **CHAIR**

The Chair shall be nominated by the NEB and elected by ordinary resolution at a general meeting of the NFB. Not less than 7 nor more than 28 clear days before the date appointed for holding the general meeting to appoint the Chair notice shall be given to all who are entitled to receive notice of the meeting NEB's nomination for Chair, giving the particulars of that person which would, if they were so appointed or reappointed, be required to be included in the NFB's register of directors. The Chair will serve for one year, once renewable.

67. **INDEPENDENT COMPANY SECRETARY**

Subject to the provisions of the Act, the Independent Secretary shall be appointed by the NEB but shall not be a current Member or otherwise currently be employed in the construction industry. They shall be appointed at such remuneration and upon such conditions as the NEB may think fit. The Independent Company Secretary shall be responsible for ensuring compliance by the NEB and the Company with the Articles of the Company together with any other regulations adopted by the Company. They shall attend and may vote at NEB meetings or meetings of the Finance, Audit and Investment Group and the Remuneration Subgroup. The Independent Company Secretary will provide a report at each NEB meeting on any issues arising in relation to his role.

68. **CHAIR'S SUBGROUP**

68.1 The Chair's Subgroup shall assist in the delivery of the NEB's mandate and the NEB's strategic objectives. The Chair's subgroup cannot overrule, override, or make original decisions that do not meet the NEB's mandate and/or strategic objectives.

68.2 The Chair's Subgroup shall consist of the following NEB members:

- The Chair
- Incoming Chair (Junior Vice Chair)
- Past Chair (Senior Vice Chair)
- Chair of the Finance, Audit and Investment Group
- One co-optee Member, who must be a former Chair, appointed by the subgroup under recommendation of the CEO

68.3 Each member of the subgroup shall serve for as long as they remain a NEB member save for the co-optee Member who shall serve on an annual basis.

68.4 The subgroup shall meet at least 3 times per year.

68.5 The quorum of the Chair's Subgroup shall be 3 Members.

69. **FINANCE, AUDIT AND INVESTMENT GROUP**

69.1 The Finance, Audit and Investment Group shall oversee the finances of the NFB and make financial recommendations to the NEB. This shall include overseeing:

69.1.1 NFB finances – receives and approves draft budget for NEB

69.1.2 Suitability of SFIs included in Articles

- 69.1.3 Internal audit
 - 69.1.4 Receive monthly management accounts
 - 69.1.5 NFB investments
 - 69.1.6 Prepares annual report to Board of NFB's finances and financial performance
 - 69.1.7 Reviews and makes recommendations to the NEB in regard to the NFB's subscriptions.
- 69.2 The Finance, Audit and Investment Group shall consist of the following NEB members:
- The Finance Chair
 - Finance Director
 - The Chair and CEO (ex-officio)
 - A representative nominated by each REB
 - Independent Company Secretary
- 69.3 The Finance, Audit and Investment Group shall meet at least twice a year.
- 69.4 The quorum of the Finance, Audit and Investment Group shall be 3 Members.

70. **REMUNERATION SUBGROUP**

- 70.1 The Remuneration Subgroup shall set the remuneration for senior NFB staff remuneration, including the Executive Directors of the NFB, by accepting or rejecting the proposal of the CEO.
- 70.2 The Remuneration Subgroup shall consist of the following NEB members:
- The Chair
 - Incoming Chair (Junior Vice Chair)
 - Past Chair (Senior Vice Chair)
 - Chair of the Finance, Audit and Investment Group
 - The Chief Executive Officer
- 70.1 The Remuneration Subgroup shall meet at least once a year.
- 70.2 The quorum of the Remuneration Subgroup shall be 3 Members.

71. **MINUTES**

The NEB shall cause minutes to be made in books kept or held electronically for the purpose:

- (a) of all appointments of officers made by the NEB; and
- (b) of all proceedings at meetings of the NFB and of NEB meetings and NEB group meetings, including the names of all NEB members present at each such meeting.

72. **NOTICES**

Any notice to be given to or by any person pursuant to the Articles (other than a notice calling an NEB meeting or NEB committee meeting) shall be in writing or shall be given using electronic

communications to an address for the time being notified for that purpose to the NFB, and in this and the next two regulations "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

73. The NFB may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at their registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the NFB by the member. A member whose registered address is not within the UK and who gives to the NFB an address within the UK at which notices may be given to them, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to them at that address, but otherwise no such member shall be entitled to receive any notice from the NFB.
74. A member present, either in person or by proxy, at any meeting of the NFB shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
75. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

76. **WINDING UP**

On a winding up, the assets of the NFB shall be divided among the Members.

77. On a winding up, the assets of the NFB shall be divided up amongst the Members as aforesaid in proportion to the subscription paid to the NFB during the current and previous 2 years.
78. If the NFB is wound up, the liquidator may, with the sanction of a special resolution of the NFB and any other sanction required by the Act, divide in specie among the Members entitled to share in a winding up the whole or any part of the assets of the NFB. For the purpose of such division the liquidator may value any assets and determine how the division shall be carried out as between the Members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like sanction determines, but no Member shall be compelled to accept any assets upon which there is a liability.

79. **INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which an NEB member may otherwise be entitled, every NEB member or other officer or auditor of the NFB shall be indemnified out of the assets of the NFB against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the NFB.

MEMBERSHIP RULES AND REGULATIONS

OF

NATIONAL FEDERATION OF BUILDERS LIMITED

(adopted by the National Executive Board on 10 June 2021)

MEMBERSHIP RULES AND REGULATIONS
OF THE NATIONAL FEDERATION OF BUILDERS LIMITED

A DEFINITIONS

In these regulations:

“the Act”	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;
“the Articles”	means the articles of association of the NFB;
“Associate Member”	means any person admitted associate membership of the NFB in accordance with the Membership Rules and Regulations
“Code of Conduct”	means the Code of Conduct adopted from time to time by the NEB governing the trading practices to be observed by members;
“Full Member”	means any person admitted to full membership of the NFB in accordance with the Membership Rules and Regulations;
“Honorary Member”	means any person admitted to honorary membership of the NFB in accordance with the Membership Rules and Regulations;
“Local Association”	means local associations of the NFB.
“Members”	means, unless otherwise stated, a Full Member and does not mean an Associate Member and Honorary Member;
“Membership Rules and Regulations”	means the rules and regulations adopted by the NEB relating to the admission, subscriptions, membership, disciplinary and appeals relating to members and made available to all Members;
“NEB”	means the National Executive Board of the NFB;
“the NFB”	means this company by guarantee with the name “the National Federation of Builders”;
“REB”	means a Regional Executive Board and the Executive Board for Wales or any of them;
“Turnover Statement”	means the declaration statement of the Member’s Annual Turnover Return for the purposes of calculating the correct Subscription Band and Fee for the Member.

As defined under the Articles of Association, the Membership Rules and Regulations have been approved and adopted by the National Executive Board of the National Federation of Builders.

B MEMBERSHIP

- B1 The members of the NFB shall be either Full, Honorary or Associate Members.
- B2 Membership shall not be transferable.
- B3 Membership shall cease in the event of the death of an individual member or, in the case of individual joint members, the death of all the joint members.
- B4 Unless the NEB in its discretion, either in the case of a particular member or in the case of members generally, decides otherwise, membership shall cease in the event of a member (or, in the case of joint members, in the event of one of the joint members):
- (a) Becoming bankrupt;
 - (b) Compounding with its creditors;
 - (c) Going into an insolvent winding up.
- B5 Unless the NEB in its discretion, either in the case of a particular member or in the case of members generally, decides otherwise, membership shall be suspended until such time as the NEB on the application of the administrator or administrative receiver (as the case may be) decides it should be restored, in the event of a member (or, in the case of joint members, in the event of one of the joint members),
- (a) Going into administration;
 - (b) Going into administrative receivership.
- B6 Following the resignation or expulsion of a member or of a joint member, no director, owner or employee of such member or of any of such joint members may exercise any office or take part in any proceedings of the NFB and any local organisation in accordance with the Articles.
- B7 For so long as a member or a joint member is suspended no director, owner or employee of such member or of such joint member may exercise any office or take part in any proceedings of the NFB and any local organisation in accordance with the Articles.
- B8 Any subscription due from an expelled or suspended member must be paid up in full to the date of expulsion or to the end of the period of suspension, as the case may be. Any expelled or suspended member shall cease to have any interest in or claims upon any funds of the NFB from their expulsion or for the period of suspension, as the case may be.
- B9 MEMBERS WITH MULTIPLE TRADING OFFICES
- B10 Each trading office of a member having multiple trading offices shall be entitled to enjoy all the benefits of membership of the NFB except for:
- (a) the right to attend, speak and vote at general meetings;
 - (b) the right to share in the assets and funds of the NFB on a winding up.
- B11 Members having multiple trading offices shall not be required to pay more than one subscription provided that their Turnover Statement covers all trading offices, as per Clause E4.

C ELIGIBILITY FOR MEMBERSHIP

C1 Full Members

The persons eligible to apply for full membership shall be:

- (a) individuals and sole traders;

- (b) companies (within the meaning of the Act) if they, or the partnerships in which they are partners,

who undertake or carry on as a principal business construction related activity and, in the case of Associate Members, activities relating to support services required for construction businesses. Any decision as to whether activities fall within this definition shall be at the discretion of the NEB, whose decision will be final.

Companies, partnerships and sole traders may apply for Full and Honorary membership, but a partnership which applies for membership must apply for joint membership in the names of the partners and only those partners whose names are entered in the register of members of the NFB will be members of the NFB. Partners who are registered as joint members will be entitled to the voting rights of a single member and entitled on a winding up to shares in the funds and assets of the NFB as if they were a single member.

C2 Honorary Members

- (a) The Honorary Members of the NFB shall be such other persons as are admitted to Honorary Membership having delivered an application for Honorary Membership in such form as the NEB requires and having had their application for Honorary Membership approved by the NEB by virtue of their having rendered distinguished service to the NFB.
- (b) Honorary Members shall be entitled to receive notice of and to attend, but not to vote at, general meetings. Honorary Members shall not ordinarily be entitled to hold any office unless specifically appointed by the NEB; shall not have any call on the funds or assets of the NFB; and shall not be entitled to display the NFB logo.

C3 Associate Members

- (a) Associate Members of the NFB shall be companies whose activities relating to support services required for construction businesses.
- (b) Associate Members are not eligible to attend or vote at general meetings or entitled to hold any office; shall not have any call on the funds or assets of the NFB; and shall not be entitled to display the NFB logo as a Member.

C4 Other Membership Categories

- (a) The NFB Executive Board may introduce, in addition to the Full, Honorary and Associate Member categories, other categories to cater for persons, firms or companies requiring services from the NFB but not satisfying the criteria for Full or Honorary Membership.

D ADMISSIONS

- D1 Any person, firm or company shall be eligible to apply to become a Full Member of the NFB. Other bodies like departments of national or local Government, nationalised industries, public utilities or similar bodies will be eligible for to apply for Associate Membership of the NFB.
- D2 Where the applicant has multiple trading offices, all offices must be included in the application to become a Full Member of the NFB.
- D3 Applications for Full Membership shall be allocated to relevant the NFB Region covering the area in which the applicant's principal business or Head Office is situated.
- D4 The minimum subscription period for membership is one year, and membership will renew automatically on the renewal date. All Members wishing to resign and terminate their membership of the NFB must give at least 6 clear calendar months' notice in writing, as per the Subscription and Termination Procedures in Sections E and F below.

- D5 A Registration Fee, to part-cover the cost of recruiting a new member, as determined by the NEB will be charged. The value of the fee charged will be set annually by the NEB.
- D6 No applicant for membership shall by way of any arbitrary or unreasonable discrimination be excluded from membership.
- D7 Applications for Full Members shall include references from clients and other industry professionals.
- D8 As our subscription fees are based on turnover, a Turnover Statement as defined in the Subscription Rules in Section E should be provided annually to verify your subscription fees for renewal.
- D9 If we do not receive a Turnover Statement on request, we will estimate your renewal fees as detailed in Clause E9. A copy of the member's audited accounts may be requested to confirm turnover. A Certified Turnover Statement will be required on three year cycle of certified returns to which all members must adhere. All applications for Full Members must submit a completed form as specified with the exception of Start-Up companies detailed in Clause D10 below.
- D10 Companies who have been trading for less than two years and therefore unable to submit all information required on the application form may apply for membership as a Start-Up company and pay the minimum subscription fee. The applicant, if accepted, will be classed as, and afforded all the benefits of, a Full Member. The missing information shall be requested 18 months after membership commences, including the provision of a certified turnover return.
- D11 Applications for Honorary Membership shall be submitted to the NEB in response to an invitation from the NEB, REB or Local Association to apply for Honorary Membership.

E SUBSCRIPTIONS

- E1 Unless otherwise specified below it shall be the duty of each Full Member to pay to the NFB the subscription properly demanded in accordance with the procedure and its appendix on their Due Date, also referred to as the Renewal Date.
- E2 Subject to the minimum subscription period, all Members wishing to resign and terminate their membership of the NFB must give at least 6 clear calendar months' notice in writing, as detailed in Section F.
- E3 Each Full Member shall submit a Turnover Statement annually as defined in Clause E15 for the company's annual turnover for the business year identified in Clause E8 below. In addition, a Certified Turnover Statement should be prepared on a three year cycle as determined by the NEB. All Turnover Statements should be returned to the NFB's Subscriptions department prior to renewal. If we do not receive a Turnover Statement an estimated bill will be raised as per Clause E9.
- E4 Where the Full Member has multiple trading offices the return must include the turnover for all offices in their entirety based on the description in Clause E15 below.
- E5 Full Members appealing for a re-scaling of their current year's subscription based on their Turnover must apply within 30 days of their renewal date and will be required to provide a Certified Turnover Statement or copy of their audited accounts. Appeals cannot be made for prior years as it is the Members responsibility to supply an Annual Turnover Statement under Clauses E3, E9 and E19.
- E6 All Turnover Statements shall be certified in accordance with the procedure given below:
- (a) The Member submits with the Turnover Statement a copy of the audited accounts showing the same figure of turnover as that declared on the Turnover Statement; or
 - (b) The Turnover Statement is certified as accurate by a qualified accountant or chartered secretary providing he or she is not the signatory of the Turnover Statement.

- E7 The NEB will review the charges annually against a number of trend indicators (e.g. RPI) and against its own budgeting needs. At its discretion the NEB may instruct the formation of a Subscriptions Working Party to undertake the review on its behalf. The Working Party will consist of members of NFB staff and nominated members. The role of the Working Party will be to make recommendations with the final decision being made by the NEB.
- E8 The basis of the subscription paid by a Full Member shall be the member's Annual Turnover for the financial year ending in the calendar year two years before the calendar year in respect of which the subscription is payable.
- E9 Members not returning a Turnover Statement or certified return by 2 months before their subscription renewal date will be charged on the assumption that their Turnover has increased by an amount determined by the NEB per annum for each of the previous years for which a return has not been provided unless/until a proper return is made as detailed in the annexe to this procedure. Member's may appeal against the current year's estimated bill only if their Annual Turnover supports a rescaling and provides a copy of a Certified Turnover Statement within 30 days of their renewal date, as per Clause E5.
- E10 In the case of a new member company, turnover information should be collected on the application form which can be used for the first renewal. If this information is not available Clause E9 above shall apply.
- E11 The NFB may make such random checks of individual turnover returns as it deems appropriate.
- E12 For the purpose of ascertaining the amount of subscription payable by each member company the NEB shall fix a number of subscription rate bands.
- E13 NEB shall have power to determine minimum levels of Turnover for the purposes of subscription calculations. Where the Turnover of the Full Member does not exceed the minimum, the subscription shall be calculated as though the turnover was the minimum determined pursuant to this rule.
- E14 The NEB shall decide annually in respect of the ensuing year:
- (a) The number of subscription bands to apply to Turnover and the amounts for which each band is to apply.
 - (b) The rate of subscription to apply to each band.
 - (c) The discounts, if any, to be allowed.
 - (d) The minimum levels of Turnover to apply under this rule.
 - (e) The above bands, fees and charges will be reviewed and published annually in an annexe to this procedure ('Annexe E') and will cover subscription fees, early payment discount, direct debits surcharges and late payment fees and sent to members with their renewal notice.
- E15 "Turnover Statement" shall mean a return giving details of the Company's Annual Turnover, as per their statutory accounts, including trading offices. If we do not receive a Turnover Statement prior to your renewal, we will assume your turnover has increased and that you have increased bands
- E16 Members may be offered by the NEB the chance to reduce the following year's subscription by introducing new members under the Member Get Member scheme. The deduction available is detailed in the annexe to this procedure.
- E17 Subscription Payments fall due for settlement on the "Due Date". The "Due Date" is the date each member company renews its membership of the Federation.

- E18 Subscription Payments, in whole or in part, outstanding two calendar months after the due date may, without prejudice to any other right or remedy, be subject to a surcharge.
- E19 Please check your subscription notice prior to payment and ensure that you have been billed correctly. We are unable to offer any refund due to overpayment if we have not received your Turnover Statement prior to your renewal date.
- E20 The NFB will, when all internal efforts to secure payments have been exhausted, place the debt with its debt collection agent who may use all appropriate means, including credit checks, to recover the subscription debt.

F TERMINATION AND NOTICE PERIOD

- F1 Subject to the minimum subscription period, all Members wishing to resign and terminate their membership of the NFB must give at least 6 clear calendar months' notice in writing. The notice period will commence at the start of calendar month immediately preceding the date of the letter.
- F2 Members resigning from membership shall be required to pay a revised subscription, calculated according to the Subscription Procedures, pro-rata from their renewal date to the end of their notice period. Your final subscription fee will be based only on the standard subscription rate for your notice period, and will exclude early payment, band relief or other discounts.
- F3 Members continue to be able to access all benefits and services provided by the Federation until the expiry of their notice period and their withdrawal from membership.
- F4 If a Member terminates their membership giving more than 6 months notice before the end of their current subscription, their membership will not automatically renew on their renewal date and their membership will expire as the end of the current subscription period. No refund will be given for any overpayments.
- F5 On withdrawal, companies must remove all reference to the NFB, including its logo, from company stationery, vehicles, advertisement boards, livery etc. Failure to do so may result in the company being referred to Trading Standards for breach of the Trades Description Act and/or the Advertising Standards Authority.

G CESSATION AND SUSPENSION OF MEMBERSHIP

- G1 The powers to reprimand or to expel a member, or to suspend a member from membership for any period, shall be exercised in accordance with the Disciplinary Procedures and subject to the Appeal Procedures. The Disciplinary Procedures and Appeal Procedures are detailed in Sections H and I.
- G2 The power to suspend a member from membership shall be exercised without the application of the Disciplinary Procedures and Appeal Procedures where the member's subscription remains outstanding 4 months after the date of demand.
- G3 The power to suspend a member from membership shall be exercised, subject to the Disciplinary Procedures and Appeal Procedures where:
- (a) The member has been found to have been in breach of the Articles, Membership Rules and Regulations or the Code of Conduct; or
 - (b) The NFB has received a complaint from a member of the public and the member has not satisfactory resolved the complaint with their client; or
 - (c) The member has been found to have acted contrary to the interest of the NFB.
- G4 Suspended and Expelled Members are still liable for their subscription fees during suspension, and up the expiry of their membership, subject to the provisions of the Subscription and Termination Procedures, giving 6 months' notice to terminate their membership.

H **DISCIPLINARY PROCEDURE**

Power of Expulsion or Suspension

- H1 Member companies shall not be reprimanded or expelled from membership of the NFB unless the Member company has been given written notice of the charges brought against it together with a statement advising of the rights of appeal as given in the Appeals Procedure as detailed in Section I.
- H2 Member companies who have been suspended due to non-payment of subscription under Clause G2 will have their membership reinstated in full on receipt of payment of all monies due unless a formal letter of resignation is received during, or at the end of, the period of suspension. If a letter of resignation is received the Termination and Notice Period shall apply. Suspended Members are still liable for their subscription fees during suspension as detailed in Clause G4.
- H3 Suspended Member companies whose subscription, has been placed in the hands of external debt collectors and, remains outstanding 12 months after the Due Date shall be expelled from membership of the NFB.
- H4 Member companies shall be notified of the NFB's intent to expel them from Membership for misconduct or complaint received under Clause G3 in writing from the Subscriptions Manager and/or Account Manager. On notification of this intent the member shall be suspended from membership pending a resolution of this issue.
- H5 As the power to suspend a member is only enforced when all other avenues available to the Federation to resolve the issue have been exhausted all rights and privileges of membership, including the right to claim membership to, and display the logo of, the Federation or one of its Sectoral Groups are removed

Right of Appeal

- H6 If any Member company should feel dissatisfied with the decision of the Subscriptions Manager, Executive Board, Association, or Sectorial Group in regard to its membership of the NFB, it shall be entitled to appeal against the decision in accordance with the rights given in the Appeals Procedure below.

I **APPEALS PROCEDURE**

- I1 A member, an applicant for membership, Association or Sectorial Group shall have the rights of appeal set out herein in respect of:
- (a) refusal to admit to membership or a difference of view on admission;
 - (b) expulsion or suspension from membership;
 - (c) any other appeals.

Admission to Membership

- I2 In the event of an applicant for membership being refused admission by an association or sectorial group, the refusal shall be immediately reported to the relevant Regional Executive Board and these procedures shall then apply.
- I3 If an association or sectorial group refuses admission to an applicant for membership to either, the matter shall be r
- I4 eferred immediately to either the Subscriptions Manager provided the applicant within 21 days and/or the association or sectorial group within 1 month of the date of such refusal or difference of view shall so request in writing.

- 15 The Subscriptions Manager shall within 10 days of receipt of such reference set up a membership panel which shall consist of:-
- (a) The Chairman of the relevant Association/Sectoral Group or in the event of his/their inability to serve (a) deputy(ies) selected following consultation with the Regional Executive Board Chairman;
 - (b) A Regional Executive Board member nominated by the Regional Executive Board Chairman (or in his absence by the Deputy Chairman);
 - (c) the immediate Past Chairman of the Regional Executive Board (or in the event of his inability to serve another Past Chairman);
 - (d) two other persons who have held a Presidential/Chairmanship or similar office and who have no personal involvement in the case; and who are conversant with current NFB affairs.
- 16 The membership panel shall within 3 weeks (or such further time as the Regional Executive Board chairman permits on receipt of a written request by the membership panel for such further period to be granted) report to the Regional Executive Board chairman stating whether the person is to be admitted to membership. Such decision shall be final subject to the applicant, in the event of the membership panel upholding a refusal to admit to membership, having a right to appeal to the NFB National Executive Board.

Expulsion or Suspension

- 17 Any member, or association or specialist group aggrieved by a decision of a Regional Executive Board or Subscriptions Manager may appeal against that decision to the NFB National Executive Board whose decision shall be final provided that a member whose expulsion is confirmed by the National Executive Board may appeal to a general meeting.
- 18 If an appeal is made to the National Executive Board, the chairman of the National Executive Board shall appoint a panel to deal with the matter which shall consist of three members of the NFB Executive Board, of which one will be an Executive Director and another will be the Regional Executive Board Chairman of the Region relating to the member.
- 19 It shall be the duty of the panel, within 1 month of its appointment, to ascertain the facts of the matters and report thereon to the NFB Executive Board. The report shall include the panel's recommendation for action by the NFB Executive Board and as to liability for the costs of appeal.
- 110 The panel may, before the hearing of an appeal, require the appellant to deposit with the NFB such sum of money as it may determine as security for the costs of the appeal. In deciding the amounts, if any, to be so deposited the panel shall have regard to the respective financial resources of the parties to the appeal and to all other relevant circumstances.
- 111 Any member, Association, group or sub-section appealing under this procedure must give notice of appeal to the Subscriptions Manager within 30 days of being served notice of the decision against which it is appealing and must submit to the Subscriptions Manager a written statement of the grounds of appeal within 14 days of giving such notice of appeal. If the time limits given in this paragraph are not observed the right of appeal shall lapse.
- 112 Any hearing or appeal to which this procedure refers shall be conducted in accordance with the principles of natural justice.

I13 Resignations and other Appeals

- I14 As per your contractual obligations as set out in our Articles and Membership Rules and Regulations as detailed in Section F, our standard notice period for termination of membership is 6 calendar months, and calculated according to the Subscription Procedures, pro-rata from their renewal date to the end of their notice period at the full standard rate and any will exclude any discounted rates. As the notice period is contractual, no appeals will be heard regarding the revised subscription fee based on your contractual notice period.
- I15 Excluding contractual notice obligations as detailed in Clause I14, any member may raise an appeal against decisions made by Subscriptions Manager, Account Manager or Regional Executive Board to Executive Board Directors and ultimately the NFB National Executive Board whose decision shall be final.
- I16 For re-scaling subscription fees based on updated Turnover, see Clause E5.
- I17 If an appeal is made to the National Executive Board, the chairman of the National Executive Board may appoint a panel to deal with the matter which shall consist of three members of the NFB Executive Board, of which one will be an Executive Director and another will be the Regional Executive Board Chairman of the Region relating to the member.

J MEMBER SATISFACTION

- J1 As part of our Quality Management System, customers' perceptions of the extent to which their requirements and expectations are monitored by the NFB. The methods for acquiring, monitoring and reviewing this information shall be determined by the NFB.
- J2 Customer surveys, customer feedback on delivered products and services, meetings with customers, compliments, warranty claims are all examples of monitoring customer perceptions.
- J3 Member Feedback allows the Federation to constantly review and improve our service to members.

K COMPLAINTS PROCEDURE

- K1 Members wishing to complain about any of our services should submit a Complaint Form and submit this to the relevant department.
- K2 The NFB will endeavour to resolve any complaints made within 21 days, provided the member is not in breach of our Articles, Membership Rules and Regulations or Code of Conduct.

L CODE OF CONDUCT

All Members (including Honorary and Associate Members) shall abide by the Code of Conduct and the Articles of Association in addition to the Membership Rules and Regulations.

M INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which an NEB member may otherwise be entitled, every NEB member or other officer or auditor of the NFB shall be indemnified out of the assets of the NFB against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the NFB.

MEMBERSHIP CODE OF CONDUCT

1. CODE OF CONDUCT

Members of the Federation will aim consistently to carry out work in accordance with good practice and standards, to maintain a high level of service to clients and to carry on business with integrity. To these ends members undertake to:

- 1.1 Conduct the firm's affairs with integrity in its relations with clients, employees, sub-contractors and the public in general and in compliance with all statutory obligations
- 1.2 Observe recognised standards of good tendering practice and contractual procedures.
- 1.3 Encourage all clients, including those without professional representation, to use properly costed schedules and standard contacts
- 1.4 Use every endeavour within the limits of the contract conditions to:
 - (a) Complete contracts on time and within costs limits.
 - (b) Fulfil obligations under contracts.
 - (c) Establish that the client understands the contract and the implications of all variations
 - (d) Provide value for money
- 1.5 Carry out work with the minimum of disturbance to the client and the general public
- 1.6 Comply with the appropriate standards of safety and health and maintain a safety policy with which all employees are familiar
- 1.7 Apply the National Working Rule Agreement where appropriate or maintain standards not less favourable to the employee
- 1.8 Act in accordance with good business practice in dealing with other contractors and sub-contractors
- 1.9 To maintain at all times public liability and employer's liability insurances.

2. UK CONSTRUCTION INDUSTRY COMPETITION LAW CODE OF CONDUCT

Members of the National Federation of Builders will comply with the following terms of the industry's Competition Law Code of Conduct:

- 2.1 The UK construction industry is committed to compliance with UK and EU competition law.
- 2.2 The industry understands that the purpose of competition law is to preserve free, fair and efficient competition for the benefit of all companies operating in the industry and their clients.
- 2.3 The industry agrees at all times to commit to ensuring the highest standards of competition law compliance within the sector by adhering in all of its business practices to the principle of fair competition and to ensure that construction.
- 2.4 Construction companies must:
 - (a) not restrain competition amongst themselves through agreements, arrangements or understandings that restrict competition;
 - (b) bid for contracts and tenders independently from and without any agreement or arrangement with their competitors; or
 - (c) not exchange competitively sensitive information or engage in discussions that may lead to the co-ordination of competitive behaviour and, in particular, must not share information about current or future pricing intentions for tenders, or any element that might affect prices or pricing practices, including the exchange of cover prices.
- 2.5 Construction companies understand that co-operation with a competitor is justified only under the exceptions permitted by the competition rules or where they have been expressly required to enter into such arrangements by the client, for example, certain joint ventures and framework agreements, in which case such arrangements will be fully disclosed to the client.
- 2.6 The industry understands that each individual construction company is responsible for its own compliance with competition law and that the consequences of breaching competition law are severe including possible penalties, director disqualification, criminal sanctions and damages actions.
- 2.7 Construction companies will therefore endeavour to:
 - (a) ensure that competition law compliance will be achieved through implementing effective competition compliance policies and guidelines throughout their businesses;
 - (b) promote an understanding of and compliance with competition law throughout their supply chains, including with their sub-contractors