

The Companies Act 1985

**A COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

1. The company's name is **THE FEDERATION OF PILING SPECIALISTS**
2. The company's registered office is to be situated in England and Wales.
3. The company's objects are:-
 - a) To maintain and improve standards of workmanship, technical competence, safety and innovation in carrying out Piling Work, Diaphragm Walling and other specialist foundation techniques of all types and kinds and any works or activities carried on in connection therewith.
 - b) To commission, publish, print and disseminate information in any form in connection with any of the above.
 - c) To promote the common interests of Members of the Company and to express the views of the Members of the Company to Government Departments, Consulting and Civil Engineers, Architects, Contractors, Professional Institutions, Public Authorities, Nationalised Industries and other interested parties.
 - d) To conduct training, set standards and monitor work in relation to any of the above.
 - e) To conduct trade enquiries and to distribute among the members information on all matters affecting the trade, and to print, publish, edit, issue and circulate such papers, reports, periodicals, books, circulars and other publications including details of and developments in various systems, specifications, and codes of practice, as may seem conducive to any of these objects; to provide, hire or otherwise acquire buildings, rooms and other facilities for the holding of seminars, symposiums, conferences, general and committee meetings, arbitration meetings, sales of property and other like meetings and transactions.
 - f) To conduct, hold and promote (either solely or jointly with others), or assist in the conduct holding and promoting of conferences, shows, exhibitions, competitions, connected with the trade or any section thereof, and to give and contribute towards prizes, cups, stakes and other rewards.
 - g) To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company.
 - h) To undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects.
 - i) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.
 - j) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, limited to bank accounts, as may from time to time be determined.

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- k) To support and aid any other councils, associations, societies or institutions which may serve directly or indirectly any of the interests of the Company.
- l) To amalgamate with any companies, councils, associations, societies or institutions having objects altogether or in part similar or allied to those of the Company.
- m) To transfer all or any of the property, assets, liabilities and engagements of this Company to any one or more of the companies, councils, associations, societies or institutions with which this Company is authorised to amalgamate.
- n) To purchase and sell in bulk or otherwise materials and articles for the benefit and use of members of the trade; to hold patents, to act as agents for and introduce business to fire, accident, burglary, theft, third-party, indemnity and general insurance offices.
- o) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

IT IS HEREBY EXPRESSLY DECLARED that each of the preceding sub-clauses shall be construed independently of and shall in no way be limited by reference to any other sub-clause and that the objects set out in each sub-clause are independent objects of the Company.

- 4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred by way of profit directly or indirectly, by way of dividend, bonus or otherwise to the Members of the Company.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Executive Committee in return for any services actually rendered to the Company, nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let to the Company by any Member of the company.

- 5. The liability of the Members of the Company is limited.
- 6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound-up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £100 per Member of the Company.
- 7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, such institution or institutions to be determined by resolution of the Members of the Company at or before, the time of dissolution, and if and so far as effect cannot be given to such provision, then to any charitable object.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and addresses of Subscribers

1. Stent Foundations Ltd
Osborne Way
Hook
Hampshire
RG27 9EX

2. Pigott Foundations Ltd
Sandford House
Catteshall Lane
Godalming
Surrey
GU7 1NQ

3. Cementation Piling & Foundations Ltd
Cementation House
Denham Way
Maple Cross
Rickmansworth
Herts
WD3 2SW

4. Hercules Piling Ltd
Norman House
Heritage Gate
Friar Gate
Derby
DE1 1NU

Dated

Witness to the above Signatures:-

**The Companies Act 1985
A COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF FEDERATION OF PILING SPECIALISTS**

INTERPRETATION

1. In these Articles:-

"the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

"Appeals Panel" means an appeals panel duly constituted in accordance with the Complaints Procedure;

"clear days" in relation to the period of 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;

"Complaints Panel" means a complaints panel duly constituted in accordance with the Complaints Procedure;

"Complaints Procedure" means the Complaints and Appeals Procedure of the Federation as adopted by the Members of the Company in general meeting and as subsequently varied by the Members from time to time;

"Executive Committee" means the Committee referred to in Article 22;

"Federation" means Federation of Piling Specialists;

"FPS Resolutions" means any resolutions passed by the Members which lay down rules or standards that a Member of the Federation must comply with in its business and dealings with other Members and/or third parties;

"office" means the registered office of the Federation;

"Registration System" means the audit and registration system adopted by the Members in general meeting and as amended from time to time by the Members;

"75% Resolution" means a resolution which requires a 75% majority of the members in attendance and entitled to vote at a general meeting of the Federation to be passed (and for the avoidance of doubt such a resolution shall not be deemed to be a Special or Extraordinary Resolution unless the Act, any other statute or statutory instrument or the Articles require otherwise).

"Suspended" means a Member losing its right to vote at general meetings of the Federation;

"Quarterly Meetings" means the four general meetings of the Federation specified in Article 9;

"the seal" means the common seal of the Federation;

"secretary" means the secretary of the Federation or any other person appointed to perform the duties of the secretary of the Federation, including a joint, assistant or deputy secretary;

"UK" means Great Britain and Northern Ireland.

MEMBERS

2. Membership of the Federation shall be open to those companies in the UK and/or or Eire which undertake the construction of specialist geotechnical and/or foundation works.
3. Each Member shall at all times comply with, and every applicant for membership must demonstrate the prospective Member's compliance with the following requirements:-
 - (a) Financial Stability and Statutory Requirements
To comply with statutory requirements in respect of Directors and insurance and to be able to demonstrate financial stability.
 - (b) Fulfilment of the Requirements of the Registration System
To be audited in accordance with the most current requirements of the Registration System and achieve the pass mark as stipulated by the Registration System in all categories.
 - (c) Compliance and Commitment
To agree to adhere to all existing and new FPS Resolutions **and FPS policies that have been formally adopted by Members (including, but not limited to, the Code of Conduct, Health & Safety Policy, Sustainability Charter, Minimum Safety Training Requirements, and the Occupational Health Policy)**, and to participate fully in all Federation activities including attending at least half of all Quarterly Meetings and social events in any 12 month period.
 - (d) Experience
To be a company registered and established in the UK or Eire for at least one year and with at least one year's experience in the UK and/or Eire as a specialist geotechnical and/or foundation contractor.
4. All applicants must complete a questionnaire(s) as shall be approved by Members of the Federation from time to time. Additionally, all Applicants shall be required to make a presentation to the Executive Committee in order to demonstrate their compliance with Article 3 and their status under Article 6.
5. Each application must be accompanied by the application fee determined by the Members. This fee will be non refundable unless the application is withdrawn before arrangements are made for the audit in accordance with the requirements of the Registration System to take place.
6. All companies or divisions that specialise in geotechnical and/or foundation works that fall within the FPS scope and are associated with existing Members (an associated group) are required to become Members. Unless circumstances exist that are considered to be exceptional by the Executive Committee, newly associated companies or divisions must become Members not later than the second audit (and any associated improvement period) after the date of association, unless the first audit is within 12 months of the acquisition, in which case the newly associated companies or divisions must become Members no later than the third audit (and any associated improvement period) after the date of association

For companies or divisions of an associated group:-

- (a) each Member of the associated group shall be listed as a Member and must comply with Article 3, including the audit requirements;
- (b) a registration fee is to be paid in accordance with the prevailing FPS fee structure;

(c) votes are restricted to one per associated group.

7. Membership of the Federation shall cease:-

- (a) If a Member is liquidated (except for the purpose of reconstruction) or dissolved
- (b) If a Member becomes bankrupt or makes assignment in favour of its creditors.
- (c) If a Member ceases to comply with Article 3
- (d) If a Member gives not less than three months notice terminating on 31 December of any year of its intention to withdraw from membership of the Federation, in which event it shall remain liable for any payments due pursuant to Article 41 for the period prior to termination.
- (e) If a Member ceases to meet the requirements of the Registration System. A Member whose Membership is terminated in this way may reapply for Membership in accordance with Articles 3 to 5 above not sooner than 12 months from the date of termination.
- (f) If a 75% Resolution is passed at a properly convened general meeting to the effect that a Member has in the opinion of the meeting ceased to comply with the requirements of Article 3(c) (whereupon the relevant member shall be Suspended) and such resolution is confirmed by another 75% Resolution (a "Confirmatory Resolution") at either of the two subsequent general meetings of the Federation. In the event that no Confirmatory Resolution is passed at either of the two subsequent general meetings, the relevant Member shall cease to be Suspended.
- (g) If a properly convened Complaints Panel determines that a Member should be expelled (whereupon the Member shall be Suspended) and either such determination is upheld on an appeal or the time period for an appeal set out in the complaints Procedure lapses. In the event the decision of the Complaints Panel is not upheld on an appeal, the relevant Member shall cease to be Suspended. A Member whose membership is terminated in this way may reapply for membership in accordance with Articles 3 to 5 above not sooner than 12 months following the decision of the Complaints Panel or the conclusion of any subsequent appeal (as the case may be).
- (h) If any Member of an associated group ceases to be a Member under Articles 7c) to 7g) inclusive, or if a newly associated company or division fails to become a Member in accordance with Article 6. In such events the Membership of all members of the associated group shall automatically cease. A Member whose membership is terminated in this way may reapply for membership in accordance with Articles 3 to 5 above not sooner than 12 months.

8. A Member of the Federation may be Suspended (for such period and subject to such conditions) as a properly convened Complaints Panel or Appeals Panel determines. If the Member is part of an associated group, the Complaints Panel or Appeals Panel shall decide whether the Suspension should apply to the whole group or only to the Member concerned.

ASSOCIATE MEMBERS

9. Associate membership of the Federation shall be open to those companies in the UK and/or or Republic of Ireland which support the FPS Membership in providing specialist geotechnical and foundation works. Associates will be categorised into areas of interest to facilitate their proper interaction with the Federation.

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10. These categories will broadly mirror the Working Committees: Plant, Safety and Training, Commercial and Technical.
11. Associate Members shall be consulted by Members on matters that affect them, but shall have no vote.
12. In order to qualify to be an Associate Member the company must be registered and established in the UK or Republic of Ireland for at least one year and have at least one year's experience as a provider of services to the FPS members in one or more of the Associate Categories.
13. New associate members can be considered for Associate Membership if:
 - (a) They are nominated by an FPS full Member, the Executive Committee or an FPS standing Committee and are approved for consideration by the Quarterly Committee
 - (b) Alternatively, if they approach the FPS and the Executive Committee agree the application can be considered
14. Each Associate Member shall agree to:
 - adhere to all relevant FPS Resolutions and Policies and the Complaints Procedure.
 - to participate in Federation activities including contributing to the Federation Committees (at the invitation of the Committee Chairmen) and attend social events.
 - Supply two satisfactory references from two Members of the Federation at a frequency no greater than 3 years, simultaneously with the Members' Registration Audit cycle.
15. All applicants must complete an application form and supply satisfactory references from two Members of the Federation with whom they have worked. These will be reviewed by the FPS Executive Committee who may additionally require applicants to make a presentation to the Executive Committee in order to demonstrate their intention to comply with Article 12, their status under Article 11 and the contribution they expect to make to the Federation. Special exceptions may be made the Membership criteria and requirements at the discretion of the Executive Committee with the approval of the Quarterly Committee.
16. An annual Membership fee, initially set at £1500 for the years 2014 and 2015 and thereafter reviewed annually by the Members of the Federation, shall be paid within 30 days of the invoice.
17. Additional companies considered to be under the control of an existing full FPS Member or part of the same Trading Group can be listed as Associate Members provided that the additional Company complies with the Articles separately from the parent company or other companies in the Group and the appropriate fee has been paid.
18. Associate Membership of the Federation shall cease:-
 - (a) If a Member is liquidated (except for the purpose of reconstruction) or dissolved.
 - (b) If a Member becomes bankrupt or makes assignment in favour of its creditors.
 - (c) If a Member gives not less than three months' notice terminating on 31 December of any year of its intention to withdraw from membership of the Federation, in which event it shall remain liable for any payments due pursuant to Article 41 for the period prior to termination.

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- (c) If a Member ceases to comply with these Articles.
- (d) If a 75% Resolution is passed at a properly convened general meeting to the effect that an Associate Member has in the opinion of the meeting ceased to comply with the requirements of these Articles (whereupon the relevant Associate member shall be suspended) and such resolution is confirmed by another 75% Resolution (a "Confirmatory Resolution") at either of the two subsequent general meetings of the Federation. In the event that no Confirmatory Resolution is passed at either of the two subsequent general meetings, the relevant Associate Member shall cease to be suspended.
- (e) If a properly convened Complaints Panel determines that an Associate Member should be expelled (whereupon the Associate Member shall be suspended) and either such determination is upheld on an

appeal or the time period for an appeal set out in the Complaints Procedure lapses. In the event the decision of the Complaints Panel is not upheld on an appeal, the relevant Associate Member shall cease to be suspended. An Associate Member whose membership is terminated in this way may reapply for membership in accordance with Articles 2 above not sooner than 12 months following the decision of the Complaints Panel or the conclusion of any subsequent appeal (as the case may be).

BENEFITS

- 17. The annual fee shall entitle the Associate Member to:
 - a) Their logo and link to their website on the Associate Members section of the FPS website.
 - b) The use of the FPS Associate Member logo.
 - c) Invitation to the relevant FPS committees and working groups, (at the invitation of the Committee or Working Group Chairman).
 - d) Attendance at the FPS Associate Members AGM
 - e) Attendance at the FPS Golf Day on the same terms as Members
 - f) Two tickets to the FPS Summer Ball. Further tickets may be purchased at Member rates.
 - g) Two tickets to the FPS Annual Dinner. Further tickets may be purchased at Member rates.
 - h) Access to other relevant FPS events, such as conferences, on the same terms as Members

GENERAL MEETINGS

- 18. The affairs of the Federation shall be directed by the Members at general meetings of the Federation. The Executive Committee of the Federation shall deal with matters of urgency arising between general meetings and other such matters as may be referred to it by a general meeting of the Federation.
- 19. At least four general meetings of the Federation shall be held each year at such time and place as the Executive Committee shall appoint and additional general meetings shall be called by the Secretary when requested to do so by the Chairman or by any three Members.
- 20. The Federation shall, in each year, hold a general meeting as its Annual General Meeting and this shall form one of the Quarterly Meetings in that year and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Federation and the next.

NOTICE OF GENERAL MEETINGS

21. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by notice in writing which shall be given at least twenty-one clear days prior to the date of the meeting, and a general meeting of the Federation other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by notice in writing which shall be given at least fourteen clear days prior to the date of the meeting. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter described or in such other manner, if any, as may be prescribed by the Federation in General Meeting, to such persons as are, under the Articles of the Federation, entitled to receive such notices from the Federation.

A general meeting of the Federation shall, notwithstanding that it is called by shorter notice than specified in this Article be deemed to have been duly called if it is so agreed:-

- (a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other general meeting, by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the Members of the Federation.
22. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

23. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, one third of the Members of the Federation present or represented by a proxy shall be a quorum.
24. The Chairman, or in his absence some other Officer nominated by the Executive Committee shall preside as chairman of the meeting. If at any meeting no Officer is willing to act as chairman or if no such officer is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
25. The chairman 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for thirty days or more, at least seven 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 such notice.
26. Unless the Act or any other statute or statutory instrument requires a Special or Extraordinary or Ordinary Resolution to be passed or unless the Articles provide otherwise, all resolutions must be proposed as 75% Resolutions
27. A declaration by the chairman 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 s recorded in favour of or against the resolution.

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28. In the case of an equality of votes the chairman shall be entitled to a casting vote in addition to any other vote he may have.
29. In addition to any written resolution procedure contained in the Act, any 75% Resolution may be passed as a written resolution provided that the following procedure has been complied with:-
- (a) a copy of the written resolution is sent to all Members entitled to attend and vote at a general meeting of the Federation. For these purposes, and for the avoidance of doubt, the provisions of Articles 37 and 39 shall have effect (where applicable) in respect of the service of the written resolution. The accidental omission to send the written resolution or the accidental non-receipt of the written resolution sent to any Member entitled to receive it shall not invalidate the procedure specified in this Article;
 - (b) the written resolution shall be accompanied by a notice (a "Written Resolution Notice") from the Federation indicating that the Member should either agree to the passing of the written resolution by executing, dating and returning it to the registered office address of the Federation or should indicate its objection to the written resolution by serving a written notification to that effect at the registered office address of the Federation (a "Notice of Disagreement") in either case by a specified date which is not less than seven clear days from the date on which the Written Resolution Notice is served or deemed to be served ("the Specified Date");
 - (c) in the event that by 5.30pm on the specified date the Federation has received duly executed written resolutions which amount to 75% or greater of the total of the aggregate of all the executed written resolutions and Notices of Disagreement received, then the relevant written resolution shall be passed and shall be effectual as if it had been duly passed at a general meeting duly convened and held.

OFFICERS

30. The Officers of the Federation shall be a Chairman, a Senior Vice-Chairman, a Junior Vice-Chairman and the immediate past Chairman of the Federation and these Officers shall be directors of the Federation and *ex officio* members of all committees which may be formed to deal with matters coming within the purview of the Federation.
31. Unless otherwise decided, these Officers shall all be nominated by a Member as its representative, shall hold office for a period of one year and the Chairman shall be succeeded by the Senior Vice-Chairman and the Vice-Chairman by the Junior Vice-Chairman. The Junior Vice-Chairman shall be proposed by the Executive Committee and approved by Members of the Federation at the Annual General Meeting.

COMMITTEES

32. The Executive Committee shall consist of the Chairman, the Immediate Past Chairman, the Senior Vice-Chairman and the Junior Vice-Chairman of the Federation and shall deal with matters as defined in Article 8 above.
33. The Standing Committees of the Federation shall be the Contracts Committee, the Technical Committee, the Safety and Training Committee, and any other Committees that may from time to time be approved by the Members of the Federation.

34. Each Standing Committee shall consist of six elected and four ex officio members. Elected members of the Standing Committees shall be representatives of Members of the Federation and shall be nominated prior to the Annual General Meeting. If six or less nominations are received, the nominees shall form the

Committee without a further vote. If more than six nominations are received, then a postal vote shall take place.

Each Standing Committee shall have the power to co-opt further members as necessary.

35. Members in general Meeting may appoint such other committees or sub-committees as they deem necessary and may delegate to them such matters as they think fit.

REMOVAL OF OFFICERS

36. An Officer shall cease to hold office if:-

- (a) the Member the Officer is nominated by ceases to be a member of the Federation; or
 - (b) the Officer resigns his office by notice to the Federation; or
 - (c) the Officer becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (d) The Officer is directly or indirectly interested in any contract with the Federation and fails to declare the nature of his interest in manner required by Section 317 of the Act; or
 - (e) the Members of the Company so resolve.
- and (for the avoidance of doubt) upon any such cessation the Officer shall automatically cease to be a director of the Federation.

REMUNERATION OF OFFICERS AND MEMBERS OF THE EXECUTIVE COMMITTEE

37. No Officer of the Federation shall be entitled to receive any remuneration or fees from the Federation except as determined by the Members. Notwithstanding this, reasonable expenses incurred in the service of the Federation may be reimbursed upon such terms as the Members determine.

PROCEEDINGS OF THE EXECUTIVE COMMITTEE

38. Subject to the provisions of the Articles of Association, the Executive Committee may regulate their proceedings as they think fit. A member of the Executive Committee may, and the secretary at the request of a member of the Executive Committee shall, call a meeting of the Executive Committee. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
39. The quorum for the transaction of the business of the Executive Committee may be fixed by the members of the Executive Committee and unless so fixed at any other greater number shall be two.
40. The Chairman of the Federation shall preside at every meeting of the Executive Committee at which he is present. If the Chairman is unwilling to preside or is not present within five minutes after the time appointed

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for the meeting, the members of the Executive Committee present may appoint one of their number to be Chairman of the meeting.

41. All acts done by any meeting of the Executive Committee or of a committee of the Executive Committee, or by any person acting as a Member of the Executive Committee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Member of the Executive Committee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Executive Committee.
42. A resolution in writing, signed by all the members of the Executive Committee shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly convened and held.

DIRECTOR AND/OR SECRETARY

43. Subject to the provisions of the Act, a secretary and/or a corporate secretary who shall not be a Member of the Federation shall be appointed by the Members for such term, at such remuneration and upon such conditions as they may think fit.

MINUTES

44. The Executive Committee shall cause minutes to be made in books kept for the purpose:-
- (a) of all appointments of officers and committees; and
 - (b) of all proceedings at meetings of the Federation and of the Executive Committee and any other committees of the Federation, including the names of the persons present at each such meeting.

THE SEAL

45. The seal shall only be used by the authority of the Executive Committee. The Executive Committee may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by an Officer and by the secretary or corporate secretary or the second Officer.

NOTICES

46. Any notice to be given to or by any person pursuant of the articles shall be in writing except that a notice calling a meeting of the Executive Committee need not be in writing.
47. The Federation may give any notice to a Member of the Federation either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address.

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48. A Member of the Federation present, either in person or by proxy, at any meeting of the Federation shall be deemed to have received notice of the meeting and, where requisite, or the purposes for which it was called.
49. Proof that an envelope containing a notice was properly addressed, prepaid and posted 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.

FINANCE

50. Upon application a prospective Member shall pay an application fee as determined by the Members of the Federation from time to time.
51. Payments on account of working expenses shall be made by Members in amounts and on dates to be agreed by Members in General Meeting following a recommendation from the Executive Committee.
52. The Executive Committee shall cause accounting records to be kept in accordance with the provisions of the Act.
53. The accounting records shall be kept at the registered office of the Federation or, subject to the provisions of the Act, at such other place or places as the Members think fit, and shall always be open to the inspection of the Officers of the Federation.
54. No company, firm or individual having ceased to be a Member of the Federation shall have any interest in or claim upon the Federation or its funds.
55. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Federation in General Meeting, together with a copy of the Auditor's report, shall not less than twenty-one days before the date of the Meeting be sent to every Member of the Federation. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Federation is not aware.

DISSOLUTION

56. The Federation may be dissolved by a 75% Resolution.
57. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Federation shall have effect as if the provisions thereof were repeated in these Articles.

INDEMNITY

58. In the execution of his duties and the exercise of his rights in relation to the affairs of the Federation (and without prejudice to any indemnity to which he may otherwise be entitled) every Member of the Executive Committee shall be entitled to be indemnified out of the assets of the Federation against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Federation in good faith (so long as he shall have sought professional advice

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before making or procuring the making of such investment) or by reason of negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of a mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the Member of the Executive Committee who is sought to be made liable. This clause shall have effect insofar as it is not avoided by any provision of the Act.

Names and addresses of Subscribers

1. Stent Foundations Limited
Osborne Way
Hook
Hampshire
RG27 9EX

2. Pigott Foundations Limited
Sandford House
Catteshall Lane
Godalming
Surrey
GU7 1NQ

3. Cementation Piling & Foundations Limited
Cementation House
Denham Way
Maple Cross
Rickmansworth
Herts
WD3 2SW

4. Hercules Piling Limited
Norman House
Heritage Gate
Friar Gate
Derby
DE1 1NU

Dated

Witness to the above Signatures:-

WB1-53865-2

**Federation of Piling Specialists
CODE OF CONDUCT**

A. KEY VALUES

The company undertakes:-

- to show integrity towards public and/or private clients
- to observe all relevant legislation and regulations
- not to participate in price fixing or securing contracts to the disadvantage of the public
- to make no payments to clients directly or indirectly related to a contract
- to demonstrate honesty and transparency in pricing, in drawing up contracts and in preparing invoices
- to reject illegal employment practices
- to show fairness in dealing with partners (subcontractors and joint venture partners) and competitors
- to show fairness in drawing up contracts and cooperate to achieve mutual trust and confidence

The company expects that:-

- partners shall draw up, publish and conform to high value standards of their own
- partners shall accept that a contractor or subcontractor is expected to make a profit related to the quality of service given and risk carried

B. CUSTOMER SATISFACTION

The company undertakes to endeavour to ensure:

- on-time delivery of contracted services tailored to the customer's needs
- honesty and frankness in all phases of construction
- reliability when giving warranties
- that the client understands the quality of the service or product being purchased

C. JOB SATISFACTION

The company undertakes to:-

- give employee safety top priority on the construction site
- provide training to employees at all levels of the company
- promote the employees' personal initiative thus contributing to the enhancement of all company affairs
- to respect all employees recognise them as personalities in their own right, regardless of their origin, race, sex, age or position in the company

D. ENVIRONMENTAL PROTECTION

The company undertakes to:-

- encourage the development and application of environmentally friendly technologies.