

# THE INDEPENDENT FIRE ENGINEERING AND DISTRIBUTORS' ASSOCIATION THE CONSTITUTION



The Independent Fire Engineering and Distributors' Association was founded in 1989 as the independent representative body of fire trade companies.

Unaligned to manufacturers our major role is to promote quality standards and professionalism in service delivery and the distribution of fire protection products.

To promote these benefits to Government Departments, Fire Authorities, Insurance Companies, end users and other fire trade companies.

To represent the fire trade at Government level in respect of Legislation and British and European Standards Committees covering all aspects of fire protection.

July 2017



## **CONSTITUTION**

**The Association shall be known as the  
The Independent Fire Engineering and Distributors Association Ltd  
(IFEDA)**

**1. AIMS and OBJECTIVES.**

1.1 To promote the highest standards of quality and ethics in business practice and service delivery throughout members' companies.

1.2 To assist and ensure that members achieve and maintain a quality system of business in accordance with BS EN ISO 9001 to promote the standards, aims and objectives of the Association throughout the United Kingdom, particularly to legislative, regulatory and enforcement bodies.

1.3 To keep and provide a bank of information relevant to the Fire Trade Industry for members to freely draw from on request.

1.4 To present a united front on all aspects of the Fire Trade through the membership.

1.5 To encourage the dissemination of information relevant to products, technical data and all such knowledge necessary to the overall success of members.

1.6 To print and publish newsletters, books, leaflets or computer data on a regular basis in order to keep members informed, and to promote the Association throughout the trade.

1.7 To provide regular seminars for members.

1.8 To facilitate sources of training for members and their employees to recognized certificated standards.

## GLOSSARY OF TERMS

### 2. Glossary

Detailed below is a glossary of the words used throughout this document.

<b>WORD/S</b>	<b>MEANING</b>
The Constitution	The articles, rules and standing orders of the Association from time to time amended.
The Association or Company	The Independent Fire Engineering and Distributors' Association Ltd
The United Kingdom	England, Scotland, Wales and Northern Ireland.
The European Community	Those countries who are members of the E.E.C.
A General Meeting	A full meeting of the Company's Members
Full Member	A company, partnership or sole trader who provides fire protection services to commerce, industry or the public and has paid their subscription.
Provisional Member	A member who has not achieved the required third party accreditation
Honorary Membership	An individual or organization granted membership under the rules and terms of Honorary Membership.
President	An individual elected to be the titular head of IFEDA
Executive President	The Elected Executive President of IFEDA carrying technical responsibilities.
National Management Committee	The Elected (annually) Management Board of the Association NMC.
National Chairman	The Elected (at intervals of 4 years) Chairman of the Association.

## GLOSSARY OF TERMS

<b>WORD/S</b>	<b>MEANING</b>
National Deputy Chairman	The Elected (at intervals of 4 years) Deputy Chairman of the Association.
National Treasurer	The Elected (at intervals of 3 years) Treasurer of the Association.
National Membership Secretary	The Elected (at intervals of 3 years) National Membership Secretary of the Association
National Management Committee Member	A person who has been elected or co-opted to serve on the National Management Committee.
General Manager	The Secretary and Chief Executive who is employed to manage the business of the Association in accordance with the Constitution and as instructed by the Directors and the NMC.
National Office	The Association's registered address and base of operations
Office Manager	Employed to supervise the National Office, responsible to the General Manager
Assistant Administrator(s)	Employed to carry out administrative duties at the National Office and elsewhere, responsible to the Office Manager.

## FULL MEMBERSHIP

Full membership of the Association, conditional on its Memorandum & Articles of Association, Constitution, rules and objectives, is available to all companies, subsidiary companies, partnerships and sole traders who are active within the fire industry in the United Kingdom.

### 3.1 APPLICATION FOR MEMBERSHIP

3.1.1 All applications for membership will be submitted on the relevant forms available from the National Office.

3.1.2 All applications for membership will be presented to the National Management Committee who will determine applications in accordance with its powers, duties and the Association's Constitution.

3.1.3 All new Memberships of the Association, which are granted, will be probationary for a period of eighteen months from the date of approval. The National Management Committee can terminate membership without appeal during this period.

3.1.4 All new Memberships granted will be audited by the General Manager, as required by the National Management Committee. Their application will include an undertaking to install a quality system in line with the requirements of BS EN ISO 9001 (and those further requirements as laid down by the Association) within eighteen months. Until third party accreditation is achieved the annual membership certificate will be a 'provisional' certificate.

3.1.5 The full annual membership fee must be paid with the application (or agreed standing order forms). The approval of membership can be automatically revoked if fees are not received or the standing order fails to start or ceases before completion.

3.1.6 All organizations making enquiries in respect of membership will be supplied with a copy of the Association's Constitution and Rules and will acknowledge receipt of it at the time of their application.

3.1.7 The Association can refuse membership without reason or further communication.

### 3.2 GENERAL RULES OF FULL MEMBERSHIP

3.2.1 All members of the Association are expected to carry out their business in a manner that does not bring the Association into disrepute and in accordance with the IFEDA Code of Conduct.

3.2.2 For the purpose of 'Full Membership' the Association's definition of trading types shall be those defined in the Association's policy at Appendix 2. This Constitution and its rules in its entirety are applicable in each and every instance a certificate of membership is issued.

3.2.3 It is a condition of continued membership for Full Members that they operate a quality system in line with the requirements of BS EN ISO9001. It is a further condition that the quality system is certified by a UKAS certified body approved by BAFE or a nationally recognised equivalent accreditation body (the final decision on which scheme is nationally recognised will be at the total discretion of the IFEDA NMC). The scope of the approval must include those areas of core business activity undertaken by the Member in accordance with specific BAFE modules (or modules deemed to be suitable at the total discretion of the IFEDA NMC). Until third party accreditation is achieved the annual membership certificate will be a 'provisional' certificate.

3.2.4 Membership of the Association requires that all members who undertake the installation and ongoing maintenance of fire equipment shall ensure that all works are carried out by suitably qualified and competent personnel. The relevant BAFE approved qualifications required by the Association are set out in Appendix 5.

3.2.5 It is a further requirement that all Members as a condition of continued membership operate (where relevant) the BAFE Registered Technician Scheme, or other nationally recognised (at the discretion of the IFEDA NMC) supervision scheme appropriate to the servicing activities undertaken to ensure the continued competency of service personnel. The BAFE schemes are listed in Appendix 5.

3.2.6 Membership of the Association means that all Members must allow checks to be made on their operational systems and procedures by the designated auditor of the National Management Committee.

3.2.7 Any Member failing to comply with the requirements of 3.2.1/3.2.2/3.2.3/3.2.4/3.2.5 and 3.2.6 listed above may have their membership terminated and all benefits withdrawn.

3.2.8 As and when relevant BAFE or associated schemes are introduced the National Management Committee shall have the power to determine their relevance to the Association and its Members and if it is decided these are to become a requirement of membership to also determine the timescale within which they must be implemented.

3.2.9 If due to proven circumstances any Member is unable to comply with the requirements of 3.1.4 they may apply to the National Management Committee for an extension period. Applications for extension periods must be made in writing to the General Manager, giving full and concise reasons.

3.2.10 All membership fees become due on the annual renewal date. All Members must pay their annual subscription within 31 (thirty one) days of their renewal date (or have set in place the appropriate standing order forms). Failure to do so will be reported to the National Management Committee, which has the power to terminate or suspend membership of any Member in breach of the rules.

3.2.11 In the event of an Association member being in dispute with another member those procedures outlined in Appendix 3 'Complaints Procedure' will be followed.

3.2.12 Membership of the Association grants the right to a Member to use the Association logo, products and name in order to promote their business. Any member who ceases to hold membership for whatever reason forfeits these rights to use said Association logo, products and name with immediate effect on termination of membership. Legal proceedings may be taken against any person or organization guilty of such acts.

3.2.13. Membership of the Association will be deemed to have terminated for the following reasons:

3.3.14. Notice received in writing by the General Manager from a Member expressing a wish to resign from the Association.

3.3.15. A decision or ruling by the National Management Committee.

3.3.16. A member's annual membership fee is not paid within 31 (thirty one) days of its due date or the standing order is not activated (note: any member whose membership is terminated for these reasons must re-apply to the Association for membership – if accepted a twelve month probation period will again be served).

3.3.17. The ownership or trading terms of a Member changes from those terms under which membership was granted. In this instance written application can be made to the National Management Committee, which has the power to review each case on merit. The onus is on the Member Company or its successor to inform the Association of its changing situation – failure to do so will be a reason for immediate termination of membership.

3.3.18. Membership of the Association requires that all Members will participate in the meetings organized by the Association. All Members are expected to attend the Annual General Meeting – failure to notify the General Manager in writing of non-attendance may result in:

3.3.18.1. Liability for cost of attendance.

3.3.18.2. The cost of forwarding documents or literature relating to the meeting.

3.3.18.3. Furthermore, a continued absence without apology by a Member at General Meetings will be deemed as behaviour that brings the Association into disrepute and will be brought to the attention of the National Management Committee who have the power to act accordingly.



3.3.19. Any Member in dispute with manufacturers or suppliers regarding products or quality may request the assistance of the Association in helping to resolve such dispute(s). Requests for assistance and details of the dispute(s) must be made in writing to the General Manager who will put the matter before the National Management Committee.

### **HONORARY MEMBERSHIP**

4.1 The General Meeting of the Association shall have the power to grant Honorary Membership to any individual who it believes has made outstanding contributions to the Association or the fire industry.

4.2 All nominations for Honorary Membership will be made in writing to the General Manager.

4.3 All applications will be referred to the National Management Committee who will then present all such applications with a recommendation to the next General Meeting.

4.4 Honorary Members may attend all General Meetings of the Association and take part in any debate therein, but WILL NOT participate in any ballot or vote undertaken at any such meetings.

## **RULES OF GOVERNANCE**

5.1 The Association is governed by its Full Members.

5.2 The Association will be managed by the National Management Committee in accordance with the powers of duty and rules as defined in the Memorandum & Articles of Association but specifically Appendix 1 of this document and approved by the Members. The National Management Committee will consist of elected officers of the Association who will be ex-officio plus twelve Members elected in accordance with the rules of the AGM. The General Manager (or in his absence the Office Manager) must attend all meetings of the Association and will be responsible for recording minutes of the proceedings but will not ballot or vote.

5.3 The administration of the Association will be carried out by the Office Manager based at the National Office and responsible to the General Manager in accordance with the Constitution and rules of the Association and as instructed by the National Management Committee.

5.4 Any proposals for additions or amendments to the Constitution or rules of the Association must be made in writing and received by the General Manager not less than 30 (thirty) days prior to the Annual General Meeting.

5.5 All changes to the Association's Constitution and rules must receive the support of 75% or more of those Members present and eligible to vote.

### **GENERAL MEETINGS OF THE ASSOCIATION**

6.5.1 The Annual General Meeting will normally be convened in October each year (unless outside circumstances dictate otherwise).

6.5.2 All Members will be given at least 60 (sixty) days notice of the date, time and venue of the Annual General Meeting.

6.5.3 All meetings other than the Annual General Meeting shall be called Extraordinary General Meetings and shall be called by the National Management Committee whenever they think fit. At least 30 (thirty) days notice of date, time and venue shall be given to all Members. In all instances agendas will be sent to Members no later than 14 (fourteen) days prior to the meeting.

6.5.4 An extraordinary General Meeting can be called by a minimum of 10 (ten) Full members. The request must be in writing to the General Manager and show clearly the names, address and bearing the signatures of those members requesting the Meeting. Those Members requesting such meetings are responsible for all costs incurred by the Association in organizing the meeting. A deposit of £1000 (one thousand pounds) must accompany all requests for such meetings.

6.6.5 The accidental omission to give notice of a Meeting or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed at, or proceedings of, any such meeting.

6.6.6 Every Member shall have one vote at a General Meeting. All voting will be on a simple majority basis, except those that refer to the Constitution or rules. Voting can be conducted either by a show of hands or by ballot at the meeting except in respect of election of Officers and Members of the National Management Committee that will be by ballot, but in the case of an unopposed candidate this may be by a show of hands. The Officers of the Association will conduct all ballots or votes except the election of National Chairman which will be presided over by the President (if appointed) or the General Manager who will occupy the Chair for this sole purpose.

6.6.7 No Member other than a Member duly registered as a Member, who shall have paid all subscriptions and other sums (if any), which shall be due and payable to the Association in respect of their membership, shall be entitled to attend any General Meeting and only Members so qualified shall participate in any ballot or vote.

6.6.8 Members unable to attend are entitled to vote by post on any resolution to alter or amend the constitution. All postal votes will be made in writing and must be received at the National office at least 3 (three) days prior to the meeting.

### **PROCEDURES FOR GENERAL MEETINGS**

6.7.1 The National Chairman shall preside at every General Meeting. In his absence either the National Deputy Chairman shall preside. If for any reason the Chairman or Deputy Chairman should be unable to take the Chair or decline to take the Chair the President (if present) or General Manager will open the meeting and invite the Full Members present to choose a Member to take the Chair. No other business will be conducted at the meeting whilst the President or General Manager occupies the Chair.

6.7.2 At any General Meeting a resolution put to the vote shall be decided on a show of hands unless 10 (ten) Full Members present request a ballot. Election of officers and members of the National Management Committee will be by ballot unless the persons nominated are unopposed in which case their election will be by a show of hands.

6.7.3 In the case of equality of votes, whether on a show of hands or by ballot, the Chairman of the meeting shall be entitled to a second or casting vote, which he shall, where practical, exercise in favour of the status quo.

6.7.4 The Chairman may with the consent of the meeting adjourn the meeting from time to time and place-to-place, but no other business shall be transacted at any adjourned meeting other than business, which would have been transacted at the meeting from which the adjournment took place.

### **ELECTION OF OFFICERS OF THE ASSOCIATION**

6.8.1 The Association's officers shall consist of:

6.8.1.1 A President

6.8.1.2 An Executive President

6.8.1.3 A National Chairman

6.8.1.4 A National Deputy Chairman

6.8.1.5 A National Treasurer.

6.8.1.6 A National Membership Secretary

6.8.2 The position of President may be offered for election at the Annual General meeting of the Association.

6.8.2.1 The position of Executive President may be offered for appointment at a general meeting of the Association.

6.8.3 The position of National Chairman, Deputy Chairman will be offered for election or re-election at the Annual General Meeting of the Association.

6.8.4 The Members holding the positions of National Chairman and Deputy Chairman may only serve for a maximum of four successive years unless, in cases where a Chairman or Deputy Chairman has served four consecutive years a motion to override this rule is carried. This would be achieved by the Full Member who nominates the candidate for office also putting forward a resolution to allow the candidate to stand and both the resolution and nomination must be seconded. Notice of such a resolution must accompany the nomination and be put in writing to the General Manager at least 30 (thirty) days prior to the meeting. The resolution must be the agenda item immediately preceding election of the office and be the subject to a ballot and this rule must be applied on a yearly basis unless the following situation occurs:- if one of the above named officers has served his/her initial four year term with a subsequent motion to 'over-ride' for a further twelve months and the general Manager has received no nominations for their post/posts the officer (if he/she is willing) may carry on, on a twelve month rolling contract without the requirement to request the motion to over-ride. The General Manager will continue to seek nominations for the above roles on a twelve monthly basis.

6.8.5 The President, General Manager or Office Manager will occupy the Chair and preside over a ballot allowed under rule 6.8.4. if this Agenda item concerns the office of National Chairman.

6.8.6 The Association's Treasurer shall be elected for a period of 3 (three) years.

6.8.7 The Association's National Membership Secretary shall be elected for a period of 3 (three) years.

6.8.8 Every Member of the Association shall be eligible to be nominated for election to any officer post.

6.8.9 All nominations for officer posts must be seconded and shall be submitted to the General Manager in writing not less than 30 (thirty) days prior to the Annual General Meeting. The appropriate resolution must also accompany the nomination in respect of candidates who are Associate Members.

#### **ELECTION OF REPRESENTATIVE TO THE NATIONAL MANAGEMENT COMMITTEE**

6.9.1 Members of the National Management Committee will be elected annually at the Association's Annual General Meeting.

6.9.2 Retiring members may be nominated for re-election for a further term of office.

6.9.3 All Members of the Association, or their employees, are eligible to be nominated for election to the National Management Committee.

6.9.4 Nominations must be seconded and submitted in writing to the General Manager at least 30 (thirty) days prior to the Annual General meeting. Resolutions to allow Associated Members to be nominated must also be seconded and made in writing to the General Manager and received at least 30 (thirty) days prior to the Annual General meeting.

6.9.5 Where subsidiary companies, depots or trading outlets are members of the Association and fall under the ownership of one parent organization combined they shall be allowed no more than ONE elected member on the National Management Committee. This includes the posts of officers of the Association who are ex-officio members.

#### **MEMBERSHIP FEES**

6.10.1 Membership fees will be confirmed or amended annually by a majority vote of the Full members present at a General Meeting.

## THE ROLES OF PRESIDENT AND EXECUTIVE PRESIDENT

**7.1 President:** The General Meeting of the Association shall have the power to offer the position of President to any individual. Unless directed by the Chairman the role has no set term.

All nominations for President will be made in writing to the General Manager.

All applications will be referred to the National Management Committee who will then present all such applications with a recommendation to the next Annual General Meeting.

The role of President is a figurehead role with no technical responsibilities. The President may attend all General Meetings of the Association and take part in any debate therein, but will not participate in any ballot or vote undertaken at any such meetings.

**7.1.1 Executive President:** The General Meeting of the Association shall have the power to offer, to a suitable individual, (and appoint when agreed) to the position of Executive President. Unless directed by the Chairman the role has no set term.

All nominations for Executive President will be made in writing to the General Manager.

All applications will be referred to a meeting of the National Management Committee who will have the power to make the appointment.

The role of Executive President carries technical responsibilities. The Executive President may attend all General Meetings of the Association and take part in any debate therein, but will not participate in any ballot or vote undertaken at any such meetings.

## APPENDIX 1

### 1. POWERS, DUTIES AND RULES OF THE NATIONAL MANAGEMENT COMMITTEE.

1.1 The National Management Committee shall consist of the National Chairman, one deputy chairman, the Treasurer, The National Membership Secretary and 12 (twelve) Members elected by the Members.

1.2 The General Manager, Office Manager or Assistant Administrator will attend all National Committee Meetings and minute the proceedings. The General Manager at the National Office will conduct the administration and business of the Association unless the National Management Committee issue alternate instructions in respect of any specific matter, issue or task.

1.3 The Committee is empowered and authorized by the Membership to conduct all business and all such acts as shall be necessary in the fulfillment and aims and objectives of the Association in accordance with the Constitution and in particular it is empowered to:

1.3.1 Discipline, suspend or expel any Member guilty of behaviour deemed to be damaging to the interests and Constitution or bringing the Association into disrepute.

1.3.2 Co-opt any member of the Association, as it may deem necessary from time to time. Any member so co-opted may attend Committee meetings and take part in discussions but SHALL NOT partake in any voting.

1.3.3 To receive all applications for membership of the Association and determine thereon.

1.3.4 To receive appeals from Members and determine thereon. The Committee's decision shall be final.

1.3.5 To act when requested as arbiter in disputes between members. The Committee's decision shall be final.

1.3.6 To form any sub-committees as may be deemed necessary from time to time. To grant to these subcommittees all such powers and duties as may be necessary, providing that at all times it is in compliance with the Aims, Objectives and Constitution of the Association.

### **RULES OF THE NATIONAL MANAGEMENT COMMITTEE**

1.4.1 The National Chairman shall be Chairman of the Management Committee. The National Deputy Chairman will be Deputy Chairman of the Committee.

1.4.2 Committee meetings will be held on at least a quarterly basis or more frequently if deemed necessary.

1.4.3 All votes or ballots undertaken at Committee meetings will be on a one vote per Committee Member present basis, a simple majority being required. In the event of a vote or ballot being equal, the presiding Chairman shall have a second or casting vote.

1.4.4 All Committee Members will be notified at least 60 (sixty) days in advance of a regular meeting of the Committee, stating date, time and venue. The agenda will be advised in writing 14 (fourteen) days in advance by the General Manager.

1.4.5 The quorum for all Committee meetings shall be at least 5 members of the total membership of the Committee.

1.4.6 Any Committee Member unable to attend a meeting of the National Management Committee must convey their apologies to the General Manager prior to the meeting.

1.4.7 All Committee Members are expected to attend as many meetings as possible. Account will be taken of the level of attendance of Committee Members who reside in distant parts of the United Kingdom and pressure of Members business interests.

1.4.8 In respect of membership applications, Members' appeals or acts of arbitration a Committee Member who has a pecuniary interest must declare that interest to the meeting, leave the room and take no part in any debate or voting thereon. A pecuniary interest is defined in the following manner:

1.4.8.1 If the Committee member has a direct financial interest in the company(s), partnership(s), or sole trader(s) being discussed and decided upon.

1.4.8.2 If the Committee member is related by blood or marriage to either company(s), director(s), partner(s) or sole trader(s) being discussed and decided upon.

1.4.9 Any Committee member found guilty of contravening rules 1.4.8.1 and/or 1.4.8.2. above shall be immediately disbarred from office, and shall be unable to seek election to the Committee for a period of 5 (five) years from date of being disbarred.

1.4.10 The General Manager or Office Administrator or Assistant Administrator must attend all committee and sub-committee meetings of the Association and record the proceedings.

### **CHAIRMANS POWERS AND DUTIES**

1.5.1 The Chairman, or in his absence the Deputy Chairman shall be empowered, if circumstances demand, to instruct the General Manager to call a meeting of the National Management Committee at 14 (fourteen) days notice. In calling such a meeting the General Manager shall ensure that Committee Members are informed as a matter of urgency and request confirmation of receipt of notice.



1.5.2 The Chairman shall be empowered at any meeting of the Committee to bring forward any item deemed as urgent and which did not form part of the agenda printed and distributed.

## **APPENDIX 2**

### **POLICY IN RESPECT OF MEMBERS WHO OWN SEVERAL COMPANIES OR WHO HAVE MORE THAN ONE TRADING NAME**

For The purpose of IFEDA Membership all Members may be a Sole Trader, Manufacturer, Partnership or Limited Liability Company.

The Associations definitions are as follows:

#### **1. SINGLE NAME TRADING**

If the member trades from a single address using one name he will be regarded as a member liable to pay the prescribed standard membership fee.

#### **2. MUTIPLE NAME TRADING**

If, however a Member trades under different trading names but uses one address and each trading name is subject to a common V.A.T. registration then he must register these names and shall be liable to pay the prescribed fee for the first or main trading name plus £50 (fifty pounds sterling) for each additional trading name registered up to a maximum of £300 (three hundred pounds).

In these circumstances a certificate of membership will be issued for each trading name registered. The wording on the certificate will indicate the trading name applicable as a subsidiary of the main trading name.

#### **Example**

Main Company is ABCDE Extinguishers – certificate issued in this name alone.

Subsidiary trading name is XYZ Extinguishers – certificate issued in the name of XYZ Extinguishers, A Division of ABCD Extinguishers.

All subsidiary trading names registered will be subject to IFEDA audits, both initial and random, but as trading is from one address only one audit fee shall apply.

The Association's logo or materials may not be used by a Members subsidiary trading name that is not registered with IFEDA and subject to the additional fee(s).

In all cases the Association must be made aware of the different trading styles of Members either at the time of membership application or at annual membership renewal.

### 3. MULTIPLE ADDRESS TRADING

A Member Trading as one company but operating from more than one address must register these addresses and shall pay a Full Membership fee in respect his company and an additional fee of £50 (fifty pounds sterling) in respect of each 'branch' address. The additional 'branches' will be subject to an initial audit at registration and subject to the standard audit fee(s).

A Member who has not registered additional trading address(es) or branch(s) shall not promote themselves in any way whatsoever as being members of the Association in any activities from and/or bearing the unregistered address.

### 4. SEPARATE TRADING COMPANIES

If a Member owns or acquires a separate company and does not merge it into his existing company structure this is in fact and in practice a completely separate entity and as such must apply, and pay the prescribed fees and be accepted in the normal way to gain membership of the Association.

### 5. MEMBERS WHO ARE BOTH A MANUFACTURER AND A SERVICE PROVIDER

If a member operates both as a manufacturer and a service provider, he must register both his manufacturing division and his service division and pay the prescribed fees in respect of both together with any fees payable in respect of additional trading names and or addresses.

### NOTES

1) Where the Association accepts as a Member either additional trading names and or trading addresses those granted such membership shall be entitled to have these names and or addresses listed under their entry in both the Member Directory and Web Site Directory.

2) Where subsidiary Membership is granted either by additional trading names or multiple trading addresses voting rights shall still be on a one Full member one-vote basis. For avoidance of doubt voting rights shall be held with the first named "trading name" only or in the case of multiple addresses with the company name only.

## APPENDIX 3

### COMPLAINTS PROCEDURE

Procedure to be followed upon receipt of a complaint involving a Member of the Association.

Complaints will only be accepted after the complainant has attempted to resolve the matter under complaint with the other party involved and must be in writing and directed to the General Manager at our National Office.

The Association will not become involved in disputes involving price.

1. THE AREAS IN WHICH THE ASSOCIATION WILL CONSIDER COMPLAINTS INCLUDE BUT ARE NOT RESTRICTED TO THE FOLLOWING:

1.1 Allegation of supply of poor quality or non-conforming goods or services by a Member to a client.

1.2 Allegation of supply of poor quality or non-conforming goods or services by a Member to another Member.

1.3 Allegation of supply of poor quality or non-conforming goods or services to a Member by a Supplier.

1.4 Allegation from any source of an action by a Member or his agent that will, or may bring the Association into disrepute.

2. ACTION TO BE TAKEN UPON RECEIPT OF COMPLAINT

2.1 Upon receipt of a written complaint the General Manager will send a standard acknowledgment letter and advise the National Chairman of the facts to hand.

2.2 When and if the complaint is confirmed by receipt back of an appropriate letter the General Manager will advise the Member under complaint in writing and enclose a copy of the original complaint and the confirmation of the complaint, asking the member under complaint to reply in writing within a specific time-frame.

2.3 The Chairman will instruct the General Manager to place this matter as an agenda item at the next scheduled National Management Committee Meeting so that the Committee may take whatever steps are considered appropriate and necessary after consideration of all the facts.

2.4 In respect of complaints that have been acknowledged the General Manager will advise the National Management Committee at their next meeting of the facts as they stand and no further action will be taken until such time as the complainant is unable to resolve the matter with the other party.

2.5 In respect of complaints that have been acknowledged but the company under complaint is no longer an IFEDA member the General Manager will advise the National Management Committee at their next meeting and no further action will be taken.

2.6 If the General Manager considers that our standard response letters are not appropriate in respect of a complaint the matter will be referred to the National Chairman who will decide on the course of action to be taken, preferably in consultation with the National Management Committee.

It is not possible to cover all eventualities that may arise as a result of a complaint, and procedures listed in this appendix are therefore intended as general guidance but the overriding concern must be to ensure that any communication is handled promptly and fairly, and in a manner that reflects credit and worth on the Association.

#### **APPENDIX 4**

##### **FINANCIAL POLICY**

1. The Treasurer will prepare, with the assistance of the National Management Committee, an annual budget for presentation to the membership at the AGM.
2. The National Management Committee prior to inclusion in the budget must discuss any items of significant expense.
3. The Committee is responsible for ensuring that a fair and reasonable deal is obtained in respect of any significant expenditure.
4. This will usually be decided by taking into account past performance of suppliers in respect of quality, price and availability of goods or services bought on a regular basis or by issuing a specification and obtaining two or more competitive tenders and this latter method will be applied whenever possible in respect of one-off purchases of goods or services to be included in the budget for the first time.
5. Invoices presented in respect of expense incurred on items approved in the budget or by the National Management Committee may be paid by the Treasurer or General Manager without further approval subject to the Treasurer or General Manager taking steps to ensure goods or services have been satisfactorily received, the necessary counter signature(s) being obtained on the cheque and the Treasurer being in receipt of a bona-fid invoice.
6. It is the Association's policy for the General Manager and/or Treasurer to control all bank and investment accounts.
7. Bank and investment account records cheque books and bank pass books are to be held in the National Office or an elected officer as decided from time to time by the National Management Committee.

8. Payments drawn on any account may only be sanctioned by two of any named signatories who may be the Treasurer, the Chairman, the Deputy Chairman, General Manager, Office Manager and any other elected Member of the National Management Committee.

9. The General Manager may be issued with a petty cash float on the authority of the National Management Committee who will prescribe the rules covering use of this account.

10. In matters of great urgency where time is of the essence, exceptional payments may be made after the Treasurer and Chairman have instructed the General Manager to advise all members of the National Management Committee of the facts by facsimile or e-mail and a majority have signaled assent by similar means.

11. The Treasurer is responsible for preparing the accounts of the Association for presentation to the Members at the Annual General Meeting who are entitled to vote for their adoption or otherwise. The Balance Sheet and Profit and Loss Account must be circulated to members in advance.

12. Any Member not able to attend the AGM, who wishes to question the accounts, or raise any point regarding the accounts, may do this in writing, facsimile or e-mail addressed in advance to the General Manager who will read the contents of the communication to the Members present for their consideration. Only communications so received will be dealt with in this manner

#### Policy regarding surplus funds

13. In the event that surplus funds are generated this shall be discussed at a meeting of the National Management Committee and where appropriate shall be used for the mutual benefit of all the members equally.

#### Dissolution of the Association

14. In the event that The Independent Fire Engineering & Distributors Association should ever be dissolved then, when all creditors have been paid, any remaining monies and the monetary value of any assets will be distributed amongst its members on a pro-rate basis: i.e. all members shall receive an equal amount.

## APPENDIX 5

### BAFE APPROVALS

SP101	Contract maintenance of portable fire extinguishers incorporating
ST104	Registered Fire Extinguisher Service Technicians Scheme.
SP201	Fire Detection and Alarm Systems (LPS 1014).
SP202	Fixed Extinguishing Systems (LPS 1204).
SP203-1	Fire Detection and Alarm Systems Scheme.
SP203-2	Scheme Document for the Assessment of Applicant Certification Bodies.
SP203-3	Fixed Gaseous Fire Suppression System.
SP204	Halon Decommissioning
SP205	Life Safety Fire Risk Assessment

When additional BAFE Schemes or supplementary schemes are introduced they will automatically be included in this appendix at the time of their publication.