

RULES AND REGULATIONS

[To be endorsed by resolution at the General Meeting on 1 July 2005.]

1. NAME OF ASSOCIATION

The name of the Association shall be "Cambridge SkillsTap" hereinafter referred to as the Association.

2. INCORPORATION OF ASSOCIATION

i) The Association is incorporated as Cambridge SkillsTap Ltd a company limited by guarantee. It is registered as:

CAMBRIDGE SKILLSTAP
ST. JOHNS INNOVATION CENTRE
COWLEY ROAD
CAMBRIDGE CB4 0WS
Company No. 05286591

ii) The office of the Association shall be situated at St John's Innovation Centre or as may be determined from time to time.

iii) Should any conflict arise between these Rules and Regulations and the Memorandum and Articles of Association of Cambridge SkillsTap Ltd, then the Memorandum and Articles of Association shall prevail.

3. OBJECTIVES OF ASSOCIATION

The objectives of the Association shall be:

- (i) To promote Portfolio Working through the strength of corporate representation.**
- (ii) To develop Portfolio Working, by agreeing standards for the terms and conditions operating between its members and their portfolio workers**
- (iii) To make available advice for the benefit of members on employment matters.**
- (iv) To encourage the maintenance of a high standard of professionalism and quality of work.**
- (v) To hold regular meetings to facilitate exchange of information and knowledge.**
- (vi) To take action in any matters of general interest to Portfolio Working**
- (vii) To develop and maintain a Code of Conduct to represent best practice in Portfolio Working.**

4. BOARD OF MANAGEMENT

(i) The Directors of the Association who are duly elected according to its Articles of Association, shall be the voting members of the Management Board.

- (ii) The Management Board shall consist of a minimum of 3 members, the Managing Director, Finance Director and Operations Director.
- (iii) A quorum for transaction of business by the Management Board shall be 60% of its voting members.
- (iv) If the number of nominations exceeds the number of vacancies on the Management Board, then a secret ballot, with a single transferable vote will be held and each member, or their duly authorised proxy, (whether person, firm or company) attending the meeting will be entitled to one vote.
- (v) The Management Board shall have the power to co-opt members as may be necessary from time to time, but these shall not be eligible to vote at Management Board meetings
- (vi) Remuneration of the Directors (including office administrative support) shall be approved by the Management Board

5. MANAGING DIRECTOR

- (i) A Managing Director shall be appointed by the elected Directors from their number and shall hold office until he/she resigns or his/her appointment is terminated by at least 3 month's notice given by the members in General Meeting. The Managing Director shall keep records of the decisions of the members in General Meeting and of the Management Board, and of the activities of the Association.
- (ii) The Managing Director shall appoint an Administrative Secretary or such other officers as the Management Board may direct.

6. COMMITTEES

- (i) The Management Board shall have an absolute and uncontrolled discretion as to establishing committees to further the objectives of the Association. These committees shall have delegated powers as per the terms of reference defined by the Management Board for that committee.

7. MEMBERSHIP AND MEMBER'S OBLIGATIONS

- (i) A person, firm or company shall be eligible to apply for membership if his/her or its business supplies or seeks to supply Portfolio Workers.
- (ii) Persons, firms or companies applying for membership shall complete the application form and provide such satisfactory references as may be required by the Management Board of the Association.
- (iii) The following minimum qualifications shall apply to membership:
 - (a) Ability to provide Portfolio Working in a recognised business profession.
 - (b) At least 5 years professional experience in a recognised business profession.
- (iv) The Management Board shall decide upon acceptance or refusal. Members are to be informed as soon as is practicable of the Management Board's decision

(v) Any member may retire from the Association by giving at least one month's notice in writing of his intention to do so to the Managing Director.

(vi) By supplying information to Cambridge SkillsTap, members warrant and certify that it is complete and correct in all material respects to the best of their knowledge, information and belief. The Association reserves the right to verify such information supplied at any time.

(vii) Members agree to act at all times in a professional manner and to uphold the good name and standing of Cambridge SkillsTap; neither will they act in any way or engage in any conduct detrimental to Cambridge SkillsTap, its members or its clients. Members will also seek to ensure that any of their associates, staff or contractors shall do the same.

(viii) The Association reserves the right to discuss with any client the performance of any member, their employees and/or subcontractor, in any employment discussed or undertaken. If the performance of the member company falls below that reasonably expected of members, the Management Board reserves the right to terminate the member's membership forthwith, without compensation.

(ix) Members will not at any time divulge, transmit or distribute to any person or body or in any way use any information relating to Cambridge SkillsTap, its members or clients acquired by means of their membership of the company. Failure to maintain confidentiality will be a reason for the termination of that member's membership.

(x) Members undertake to inform the Association of any material change in their circumstances or in the information provided about their employees and which is included in the company's database. Members will indemnify and hold harmless the Association from all and any claim or action brought against it by reason of any breach in any of these terms and conditions. If any member is adjudged bankrupt, arrested or accused of any civil (minor misdemeanours excluded) or criminal offence he/she undertakes to immediately inform the company.

(xi) In relation to fees:

a) Members will pay a one-off joining fee (Jan 2005 - £50).

b) Members will pay an annual membership fee (Jan 2005 - £50).

c) The Association reserves the right to charge additional amounts to members or clients for carrying out any work. Such charges will be agreed and set by the Management Board before the commencement of any such additional work; the decision of the Management Board as to the level of charge being final in this regard. Payment for such additional services is due within seven days of demand and before submission of any report(s) or action(s) on the additional work is/(are) submitted or carried out.

(xii) Every member agrees that £1 of their joining fee shall not be part of the Association's assets but be set aside in a separate account, the set-aside account, to be used if the Association should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities 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, as

required by the Memorandum and Articles of Association. 12 months after the member has ceased to be one, the £1 may be transferred to the Association's assets.

(xiii) All members undertake to abide by the Association's Code of Conduct.

8. GENERAL MEETINGS

(i) An Annual General Meeting of the Association (AGM) shall be held each year at a place and time as shall be determined by the Management Board.

(ii) General Meetings shall be held at any time and place as may be deemed necessary. An Extraordinary General Meeting shall, however, be summoned by the Managing Director upon the written request of 7 or more members and for a specific purpose. Not later than 21 days after the receipt of the request by the Managing Director, he/she shall give notice of 21 days and arrange for the meeting to be held at a place and time to be determined.

(iii) Each member, or their duly authorised proxy, is entitled to one vote and a show of hands will normally be accepted. However, if so demanded by not less than 5 members, and approved by the Chairperson, a secret ballot of members present shall be taken.

9. EXPULSION OF MEMBER

In the event of any member being found guilty of conduct prejudicial to the interests of the Association, or if any sum payable by a member to the funds of the Association shall remain unpaid for a period of 6 months after the same has become due, that member shall be liable to be expelled from the Association.

If the Management Board decide upon the need for expulsion of the particular member, such decision shall be subject to confirmation at a General Meeting at which the member may speak to the question and at which not less than 75% of the members, or their duly authorised proxies, present vote in favour of expulsion.

10. RIGHTS OF MEMBERSHIP

(i) Members may use the logo of the Association.

Upon retirement or expulsion of any member, that person or firm shall cease to use the logo of the Association and shall cease to hold himself/herself out to be a member of the Association.

(ii) Payment of the subscription fee entitles each member to have the details of one employee added to the Association's database; if further employees are to be added to the database an further fee per additional name will be charged.

(iii) The Association undertakes to use reasonable endeavours to comply with its obligations under the Data Protection Act 1998. Members give the Association permission to process all and any personal data provided in relation to their employee(s) and to hold such data on its database in any other form the

company deems appropriate. Any member wishing to have this information removed from the company's records and/or database must inform the company in writing.

(iv) All negotiations between any member and any client are to be freely entered into by the two parties and each is free to negotiate such terms and conditions (including remuneration) between themselves as they see fit.

(v) The Association gives no warranty or undertaking with regard to any contract opportunity that may be discussed with or suggested to a member by a client. It is the member's responsibility to carry out such checks (including health and safety checks) as he/she may think fit before discussing or accepting any contract with any client. All negotiations between the member and the client are freely entered into between the two parties and each must satisfy him/herself as to the information mutually supplied and make whatever checks they deem suitable and/or necessary (including, but not limited to, the taking up of references, if appropriate).

11. FINANCE

(i) The financial year of the Association shall be the calendar year terminating each 31 October.

(ii) The current funds of the Association shall be placed in a bank or other approved depository. Cheques on the bank account, or other withdrawals shall be signed by two members of the Management Board.

(iii) The whole of the funds of the Association, apart from the set-aside account, shall be deemed to belong to the Association in its corporate capacity.

(iv) The books of account shall be kept at the central office of the Association or at such other place or places as the Management Board may think fit and shall at all reasonable times be open to the inspection of the Management Board.

(v) At the AGM the Management Board shall lay before the members an account of the receipts and expenditure and the assets and liabilities up to the 31st day of October in the previous year. A copy of the accounts shall be sent to each member of the Association at his/her registered address.

(vi) Auditors may be appointed who shall be duly qualified in accordance with the provisions of the Companies Acts 1948 to 1979 or any statutory modifications thereof for the time being in force. No person who is a member of the Management Board or holds any other office under the Association shall be eligible for appointment as Auditor. The Auditor shall make a report on the balance sheet and accounts to be submitted to the AGM and such a report shall be annexed to the accounts.

12. WITHDRAWAL AND WINDING UP

A decision to wind up the Association may be taken at any Annual General Meeting by a resolution passed by majority of 75% of the members, present and voting. Such decision shall be subject to confirmation at a meeting specially called for that purpose not earlier than 7 days or later than 21 days afterwards at which majority of 75% of the members, present and voting shall confirm the decision.

13. COMMUNICATIONS

- i) Where agreed by the individual member, communications by electronic means to the email address or facsimile number provided shall be acceptable for giving of notices to that member.
- ii) All communications between members, including the Directors and the Managing Director shall be treated as strictly private and confidential unless otherwise requested by the member concerned.

14. ALTERATION OF RULES

No alteration or addition to these rules shall be made except by the consent of not less than 75% of the members, present in a General Meeting and voting.

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