

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

PIANOFORTE TUNERS' ASSOCIATION LIMITED ("COMPANY")

PART 1

INTERPRETATION AND LIABILITY OF MEMBERS

1. Interpretation

1.1 In the articles, unless the context requires otherwise:

"**Annual General Meeting**" means a general meeting of the Company held annually at such a time and place as is determined by the board of directors (which includes virtual and/or hybrid meetings);

"**Articles**" means the company's articles of association;

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"**chairman**" has the meaning given in article 15;

"**chairman of the meeting**" has the meaning given in article 39;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"**director**" means a director of the company, and includes any person occupying the position of director, by whatever name called, including the President and the Vice-Presidents from time to time;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;

"**eligible**" means, in respect of a director, as far as is reasonably practicable, not being directly conflicted on a particular matter, including but not limited to any event giving rise to a complaint;

"**Financial Expert**" a person who is reasonably believed by the directors to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

"**Member**" means any Voting Member, Honorary Life Member, Associate Member, Student Member or Apprentice Member, in each case who qualifies for membership under part 3 of these Articles;

"**MUI**" means a Member under investigation who is the subject of a complaint or whose conduct is being investigated;

"**ordinary resolution**" has the meaning given in section 282 of the Companies Act 2006;

"**participate**", in relation to a directors' meeting, has the meaning given in article 13;

"**President**" means the President of the Company;

"**proxy notice**" has the meaning given in article 46;

"**special resolution**" has the meaning given in section 283 of the Companies Act 2006;

"**subsidiary**" has the meaning given in section 1159 of the Companies Act 2006;

"**Vice-President**" means either of the vice-presidents of the Company appointed from time to time; and

"**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

2. Objects

2.1 The Company's objects are restricted, specifically to further the industry of piano tuning, piano technicians and continued professional development in the piano industry (the "**Objects**").

3. Powers

3.1 In pursuance of the Objects, but not further or otherwise, the Company has the power to:

3.1.1 raise funds by way of subscription, donation or otherwise;

3.1.2 trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;

- 3.1.3 establish or purchase companies to carry on any trade;
- 3.1.4 sell, lease or otherwise dispose of all or any part of the Company's real or personal property and any and all rights of the Company, subject to such consents as may be required by law;
- 3.1.5 borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Company's property and assets, subject to such consents as may be required by law;
- 3.1.6 lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 3.1.7 buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 3.1.8 set aside funds for particular purposes or as reserves against future expenditure;
- 3.1.9 deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- 3.1.10 co-operate with other bodies and to exchange information and advice with them;
- 3.1.11 establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- 3.1.12 enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- 3.1.13 acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- 3.1.14 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.15 provide or procure the provision of advice;
- 3.1.16 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- 3.1.17 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 3.1.18 employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
- 3.1.19 make reasonable provision for the payment of pensions for employees and their dependents;
- 3.1.20 take out such insurance policies as are necessary to protect the Company;
- 3.1.21 provide indemnity insurance for the Directors or any other officer of the Company;
- 3.1.22 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.23 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.24 provide and assist in the provision of money, materials or other aid;
- 3.1.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects similar to the Objects;
- 3.1.26 pay out of the funds of the Company the costs incurred in connection with the formation and registration of the Company as a company; and
- 3.1.27 do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so in the directors' reasonable opinion.

4. Application of income and property

- 4.1 The income and property of the Company shall only be applied to promote the Objects.
- 4.2 Except as provided below, no part of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Company. This shall not prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member for any goods or services supplied to the Company;
 - 4.2.2 interest on money lent by a Member to the Company at a reasonable and proper rate; or
 - 4.2.3 reasonable and proper rent for premises demised or let by a Member to the Company.

5. Liability of members

- 5.1 The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he/she is a member or within one year after he/she ceases to be a member, for:
 - 5.1.1 payment of the company's debts and liabilities contracted before he/she ceases to be a member,
 - 5.1.2 payment of the costs, charges and expenses of winding up, and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

6. Directors' general authority

6.1 Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

7. Members' reserve power

7.1 The members who have voting rights (being Voting Members or Honorary Members) may, by special resolution, direct the directors to take, or refrain from taking, specified action.

7.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

8. Directors may delegate

8.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

8.1.1 to such person, committee or sub-committee;

8.1.2 by such means (including by power of attorney);

8.1.3 to such an extent;

8.1.4 in relation to such matters or territories; and

8.1.5 on such terms and conditions;

as they think fit.

8.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

8.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

9. Committees

9.1 Any committees which are appointed by the directors and/or to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

9.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY THE DIRECTORS

10. Directors to take decisions collectively

10.1 The general rule about decision-making by the directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

10.2 If:

10.2.1 the company only has one director, and

10.2.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the directors may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

11. Unanimous decisions

11.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

11.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each director has otherwise indicated agreement in writing.

11.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors meeting.

11.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

12. Calling a directors meeting

12.1 Any director may call a meeting of the directors by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

12.2 Notice of any directors meeting must indicate:

- 12.2.1 its proposed date and time;
- 12.2.2 where it is to take place; and
- 12.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting. For the avoidance of doubt, directors may participate in a meeting of the board of directors virtually and/or in a hybrid meeting.
- 12.3 Notice of a directors meeting must be given to each director, but need not be in writing.
- 12.4 Notice of a directors meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 12.5 The directors must meet at least five times each year.

13. Participation in Directors meetings

- 13.1 Subject to the articles, directors participate in a directors meeting, or part of a directors meeting, when:
 - 13.1.1 the meeting has been called and takes place in accordance with the articles, and
 - 13.1.2 they can each communicate (including via virtual means) to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether directors are participating in a directors meeting, it is irrelevant where any director is or how they communicate with each other.
- 13.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is or virtually.

14. Quorum for Directors meetings

- 14.1 At a directors meeting, unless a quorum is participating, no proposal is to be voted on and/or question is to be debated, except a proposal to call another meeting.
- 14.2 The quorum for directors meetings may be fixed from time to time by a decision of the directors, but it must never be less than the higher of at least 50% of the elected board of directors or three directors.
- 14.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - 14.3.1 to appoint further directors, or
 - 14.3.2 to call a general meeting so as to enable the members to appoint further directors.

15. Chairing of Directors meetings

- 15.1 The President shall chair all directors meetings and shall be known as the chairman.
- 15.2 If the President is unable to attend or is not participating in a directors meeting within ten minutes of the time at which it was to start, either of the Vice-Presidents shall chair the meeting in his/her absence (as decided by the remaining participating directors if both Vice-Presidents are in attendance and agreement otherwise cannot be reached as to who should chair the meeting). If the President and the Vice-Presidents are unable to attend or are not participating in a directors meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair the meeting instead.

16. Casting vote

- 16.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has the casting vote.
- 16.2 Notwithstanding article 16.1, should the votes be equal, for any proposals regarding the Company's complaints procedure and/or disciplinary procedure (in force from time to time), the chairman shall not have a casting vote.
- 16.3 Should the President not be eligible or become the subject of an investigation under the Company's complaints procedure and/or disciplinary procedure (in force from time to time) then he/she shall step aside from chairing the directors pending the outcome of the procedure(s). In the interim, the directors will be chaired by one of the Vice-Presidents, if eligible, (as decided by the remaining participating directors if both Vice-Presidents are eligible and in attendance and agreement otherwise cannot be reached as to who should chair the meeting) or if not eligible, then by any eligible Officer appointed by the directors.

17. Conflicts of interest

- 17.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- 17.2 But if article 17.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 17.3 This article 17.3 applies when:
- 17.3.1 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- 17.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 17.3.3 the director's conflict of interest arises from a permitted cause.
- 17.4 For the purposes of this article, the following are permitted causes:
- 17.4.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
- 17.4.2 subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- 17.4.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 17.5 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of directors' meeting.
- 17.6 Subject to article 17.7, if a question arises at any directors' meeting or of a committee of the directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 17.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 18. Records of decisions to be kept**
- 18.1 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 19. Directors' discretion to make further rules**
- 19.1 Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

- 20. Methods of appointing directors**
- 20.1 The maximum size of the board of directors shall be 9 directors, comprising the President, two Vice-Presidents and up to 6 other directors.
- 20.2 At each annual general meeting, one-third of the directors shall retire from office (with at least one of such retirees being the President or one of the Vice-Presidents each year). If the number of directors is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one director, he/she shall retire.
- 20.3 Subject to the provisions of the Act, the director(s) to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any directors were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 20.4 If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy a retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy.
- 20.5 No person other than a director retiring by rotation shall be appointed or re-appointed a director at the annual general meeting unless:
- 20.5.1 he is recommended by the directors; or
- 20.5.2 he satisfies the criteria set out in articles 20.10 or 20.11 and not less than 14 nor more than 35 clear days before the date appointed for the annual general meeting, notice executed by a member so qualified has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he/she were so appointed or re-appointed, be required to be included in the Company's register of directors together with notice executed by that person of his/her willingness to be appointed or re-appointed; and in any event, the provisions of Article 20.6 must be followed in relation to the appointment or re-appoint of a director.
- 20.6 The procedure for election of a director at a general meeting shall be as follows:

- 20.6.1 not less than 7 nor more than 28 clear days before the date appointed for holding an annual general meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or re-appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him/her at the meeting for appointment or re-appointment as a director in accordance with Article 20.5.2. The notice shall give the particulars of that person which would, if he/she were so appointed or re-appointed, be required to be included in the Company's register of directors;
- 20.6.2 the election for the appointment or re-appointment of directors shall be conducted at the annual general meeting by way of a poll vote (in person or by proxy), with each Voting Member or Honorary Member being entitled to one vote in respect of each vacancy;
- 20.6.3 the ballot paper shall list all candidates for appointment or reappointment and each member will have the option of casting up to the number of votes for which there are vacancies. For the avoidance of doubt, members shall only be able to vote "in favour" of candidates and if the member votes for more candidates than there are vacancies, the Chairman shall treat such ballot paper as spoilt and will not count the votes cast;
- 20.6.4 those candidates with the most votes cast in their favour shall fill the vacancies on the board;
- 20.6.5 in the event that for the last of the available vacancies, two or more candidates receive the same number of votes in favour of their election, the directors shall select by lot from such candidates the candidate or candidates who are to be elected; and
- 20.6.6 the results of the elections shall be declared at the annual general meeting.
- 20.7 Subject as aforesaid, the members who have voting rights (being Voting Members or Honorary Members) may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director (provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors), and may also determine the rotation in which any additional directors are to retire.
- 20.8 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he/she shall vacate his/her office at the conclusion thereof.
- 20.9 Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be re-appointed. If he/she is not re-appointed, he/she shall retain office until the meeting appoints someone in his/her place, or if it does not do so, until the end of the meeting.
- 20.10 Any candidate for the position of President or Vice-President must have been a director for at least two years (or a member of the executive council of the unincorporated association, known as the Pianoforte Tuners' Association for at least two years) unless lesser periods be permitted by majority vote by the directors.
- 20.11 Potential candidates for the other director positions other than the position of President or Vice-President must be a Voting Member or Honorary Member of the Company (or its predecessor unincorporated association, known as the Pianoforte Tuners' Association).
- 20.12 In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- 20.13 For the purposes of article 20.12, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- 20.14 For the avoidance of doubt, the initial board of directors, at incorporation of the Company, shall be Barry Caradine, Andrew Giller and Mike Syson, who shall be entitled to remain as directors of the board until the first annual general meeting.

21. Other Appointments

- 21.1 The directors may appoint and/or remove (at their discretion) a company secretary, minute secretary and/or treasurer from time to time, but neither the company secretary, minute secretary or treasurer shall hold office as a director of the Company (unless such person is separately holding office as a director of the Company, in which case, that person may hold office as a director as well as also being appointed as company secretary, minute secretary or treasurer). Save in circumstances where the company secretary, minute secretary or treasurer are also appointed separately as directors, whilst the company secretary, minute secretary and/or treasurer shall be entitled, if invited, to attend meetings of the directors, such persons shall not be entitled to vote or count in the quorum for the purposes of any directors' meeting in their capacity as company secretary, minute secretary or treasurer.

22. Termination of director's appointment

- 22.1 A person ceases to be a director as soon as:
 - 22.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 22.1.2 a bankruptcy order is made against that person;
 - 22.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 22.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 22.1.5 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 22.1.6 the director retires in accordance with the provisions of Article 20 on rotation and is not reappointed

23. Directors' remuneration

- 23.1 Directors may undertake any services for the company that the directors decide.
- 23.2 Directors are entitled to such remuneration as the directors determines, but only with the consent of the members by an ordinary resolution:
 - 23.2.1 for their services to the company as directors, and
 - 23.2.2 for any other service which they undertake for the company.
- 23.3 Subject to the articles, a director's remuneration may:
 - 23.3.1 take any form, and
 - 23.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 23.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

24. Directors' expenses

- 24.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
 - 24.1.1 meetings of directors or committees of directors,
 - 24.1.2 general meetings, or
 - 24.1.3 separate meetings of the holders of debentures of the company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3 MEMBERS BECOMING AND CEASING TO BE A MEMBER

25. Categories of Membership

- 25.1 Membership of the Company shall consist of the following classes:
 - 25.1.1 Voting Members
 - 25.1.2 Honorary Life Members
 - 25.1.3 Associate Members (non-voting)
 - 25.1.4 Student Members (non-voting)
 - 25.1.5 Apprentice Members (non-voting)

26. Applications for Membership

- 26.1 Every application for membership shall be made in writing signed by the candidate and shall be in such form as the directors may from time to time prescribe.
- 26.2 Where a condition of membership involves the passing of an examination, an applicant may be asked to pay a fee, such payment to be made with the application form.

27. Voting Members

- 27.1 No person shall become a voting member of the company unless that person has complied with the voting membership requirements in force from time to time, as specified by the board of directors, and at the time of application, is currently engaged in the piano industry.

27.2 Voting members shall be entitled to vote on any member resolution (one vote per member).

28. Honorary Life Member

28.1 An Honorary Life Member is a person who has been granted an Honorary Life Membership by the Company, for any voting member who has rendered exceptional service to the Company.

28.2 Honorary Life Members may be proposed only by the directors and granted by the voting members by passing an ordinary resolution at an Annual General Meeting.

28.3 Honorary Life Members shall be entitled to vote on any member resolution (one vote per member).

29. Associate Members

29.1 An Associate Member is a person who has been granted Associate Member status by the directors.

29.2 The directors may grant Associate Member status to any applicant who has complied with the associate membership requirements in force from time to time, as specified by the board of directors and at the time of application, is currently engaged in the piano industry.

29.3 Associate Members shall not be entitled to vote on any member resolution.

30. Student Membership

30.1 Any person receiving instruction at a training establishment, course or and has complied with the Student Member membership requirements in force from time to time, as specified by the board of directors may be registered as a Student Member.

30.2 Student Members shall not be entitled to vote on any member resolution.

31. Apprentice Member

31.1 Any Student Member having completed their training at a training establishment, course or workshop and has complied with the Apprentice Member membership requirements in force from time to time, as specified by the board of directors may be registered as an Apprentice Member.

31.2 Apprentice Members shall not be entitled to vote on any member resolution.

32. Patrons

32.1 Patrons can attend meetings on a non voting basis.

33. Membership Fees

33.1 The directors shall be entitled to set the annual subscription fee from time to time. All fees and subscriptions shall be reviewed annually by the directors and ratified or amended at the Annual General Meeting. The remaining provisions of this article 33 detail which members must pay subscription fees/registration fees.

33.2 To maintain their membership of the company, all Voting Members and Associate Members shall pay an annual subscription fee dictated by the directors by no later than 31st December in advance for the following year.

33.3 New Voting Members and Associate Members shall pay an annual subscription dictated by the directors. On being admitted as a member of the Company between 1st July and 31st December, that member will pay one half of the annual subscription for that current year.

33.4 Student Members shall pay a one-off registration fee dictated by the directors which will cover them throughout their stated training period. On completion of their stated training period, Student Members will be entitled to become Apprentice Members, and will be obliged to pay such subscription fees payable by Apprentice Members from time to time.

33.5 Apprentice Members shall pay an annual subscription fee dictated by the directors. On completion of a two year period, the Apprentice Member must either take the Voting Member test, or apply for Associate Member status.

33.6 Anyone wishing to subscribe to Company publications should be able to do so at a fee agreed by the directors. However, all Voting Members, Honorary Life Members, Associate Members, Student Members and Apprentice Members will receive company publications as part of their membership of the Company.

33.7 There is no obligation on the directors to renew the membership of any Member year on year.

33.8 Any Voting Member, Associate Member, or Student Member in arrears of their subscription fees shall not be entitled to exercise any rights or benefits of being a member of the Company. If such members are still in arrears on 1st April in any year, the Company shall be entitled to terminate that member's membership with the Company and that member shall be removed from the register of members after due notification has been made to the member (a "**Lapsed Member**"). At the directors' discretion, a Lapsed Member may be re-admitted provided that the applicant pays all arrears of all subscription fees payable in respect of that category of member, together with all evidence of passing any tests required for any category of membership.

34. Termination of membership

- 34.1 A member may withdraw from membership of the company by giving 7 days' notice to the company in writing but with no refund or part thereof of any subscription fee.
- 34.2 Membership is not transferable or refundable.
- 34.3 A person's membership terminates when that person dies or ceases to exist.
- 34.4 The directors shall have the power to investigate the professional conduct of any Member of the Company where reasonable concern has been raised either by means of a complaint made in writing to the Company or by any other means. The directors shall investigate in accordance with any membership rules in force from time to time, and the directors have the discretion to withdraw membership from any Member, or to withdraw some or all of the membership privileges of any MUI.

35. Membership Rules

- 35.1 Members of the Company must comply at all times with any rules of membership which may be imposed at the discretion of and from time to time by the directors, including but not limited to:
- 35.2 Further Rules of the Association;
 - 35.2.1 The Membership Code of Conduct;
 - 35.2.2 The Company Brand and Logo Guidelines;
 - 35.2.3 The Membership Complaints Procedure; and
 - 35.2.4 The Membership Disciplinary Procedure.

ORGANISATION OF GENERAL MEETINGS

36. Annual and Special General Meetings

- 36.1 A general meeting of the Company shall be held annually at such a time and place as is determined by the directors, which can include virtual and/or hybrid meetings, as well as physical meetings, provided that joining instructions for virtual meetings are shared with members in advance.
- 36.2 At least twenty-eight days before a general meeting, a notice of such meeting and of the business to be transacted thereat shall be sent to every member and no business shall be transacted other than that of which notice has been given.
- 36.3 This notice shall also state that Voting Members or Honorary Life Members unable to attend a general meeting are entitled to a proxy vote for any resolutions to be considered at the general meeting.
- 36.4 The directors may at any time for any specific purpose call a Special General Meeting of the Company, and shall do so forthwith upon the requisition in writing of any five Members stating the purpose for which the meeting is required.
- 36.5 A Special General Meeting shall be called by the directors, or upon the requisition in writing of any five Members, for the removal of any director.
- 36.6 If the Company shall be wound up whether voluntarily or otherwise and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall be applied, subject to the proviso below, in such manner as may be determined by Special Resolution of the Company passed at a meeting of the Company duly convened within one year of the conclusion of such winding-up, at which Voting Members and Honorary Life Members shall be entitled to be present and to vote how such property shall be distributed. If such resolution has not been passed within one year of the conclusion of such winding-up, any remaining assets shall be applied in such manner as the directors may determine for the benefit of those who work or have worked in the music industry.

37. Attendance and speaking at general meetings

- 37.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting (including virtually), during the meeting, any information or opinions which that person has on the business of the meeting.
- 37.2 Any Member desirous of moving a resolution at a general meeting shall give thirty-five days' notice in writing thereof to the company secretary.
- 37.3 A person is able to exercise the right to vote at a general meeting when:
 - 37.3.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting (including virtually), and
 - 37.3.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 37.4 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 37.5 In determining attendance at a general meeting, it is immaterial whether any members attending it are in the same place as each other and members can attend virtually and still be counted in the quorum.

- 37.6 Persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 38. Quorum for general meetings**
- 38.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. A quorum for the purposes of a general meeting shall be not less than ten percent of all voting members (being Voting Members and Honorary Life Members collectively).
- 39. Chairing general meetings**
- 39.1 If the members have appointed a President, the President shall chair general meetings if present and willing to do so.
- 39.2 If the President is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 39.2.1.1 one of the Vice-Presidents in office shall chair the meeting, or
- 39.2.1.2 if neither of the Vice-Presidents are unable to chair the meeting, the members must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 39.2.2 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.
- 40. Attendance and speaking by directors and non-members**
- 40.1 Directors may attend and speak at general meetings in their capacity as directors of the Company.
- 40.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.
- 41. Adjournment**
- 41.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 41.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 41.2.1 the meeting consents to an adjournment, or
- 41.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 41.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 41.4 When adjourning a general meeting, the chairman of the meeting must:
- 41.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- 41.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 41.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 41.5.1 to the same persons to whom notice of the company’s general meetings is required to be given, and
- 41.5.2 containing the same information which such notice is required to contain.
- 41.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

- 42. Voting: general**
- 42.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 43. Persons not entitled to vote at general meetings**
- 43.1 The following members are not entitled to vote at general meetings:
- 43.1.1 Associate Members;
- 43.1.2 Students Members; and
- 43.1.3 Apprentice Members.
- 44. Errors and disputes**
- 44.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

44.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

45. Poll votes

45.1 A poll on a resolution may be demanded:

45.1.1 in advance of the general meeting where it is to be put to the vote, or

45.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

45.2 A poll may be demanded by:

45.2.1 the chairman of the meeting;

45.2.2 the directors;

45.2.3 two or more persons having the right to vote on the resolution; or

45.2.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

45.3 A demand for a poll may be withdrawn if:

45.3.1 the poll has not yet been taken, and

45.3.2 the chairman of the meeting consents to the withdrawal.

45.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

46. Content of proxy notices

46.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

46.1.1 states the name and address of the member appointing the proxy;

46.1.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;

46.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

46.1.4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

46.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

46.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

46.4 Unless a proxy notice indicates otherwise, it must be treated as:

46.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

46.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

47. Delivery of proxy notices

47.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person. If that person therefore attends at a general meeting, the Company will automatically disregard any proxy notice delivered in advance by that person.

47.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

47.3 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

48. Amendments to resolutions

48.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

48.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than seven days before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

48.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

48.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- 48.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 48.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

49. Means of communication to be used

- 49.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company, including for the avoidance of doubt by email to the email addresses supplied by directors and/or members of the Company.
- 49.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by the directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 49.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

50. Company seals

- 50.1 Any common seal may only be used by the authority of the directors.
- 50.2 The directors may decide by what means and in what form any common seal is to be used.
- 50.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 50.4 For the purposes of this article, an authorised person is:
- 50.4.1 any director of the company;
- 50.4.2 the company secretary (if any); or
- 50.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

51. No right to inspect accounts and other records

- 51.1 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

52. Provision for employees on cessation of business

- 52.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

53. Indemnity

- 53.1 Subject to article 53.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:
- 53.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- 53.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- 53.1.3 any other liability incurred by that director as an officer of the company or an associated company.
- 53.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 53.3 In this article:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

54. Insurance

- 54.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- 54.2 In this article:
 - 54.2.1.1 a “relevant director” means any director or former director of the company or an associated company,
 - 54.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
 - 54.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Further Rules of the Pianoforte Tuners' Association ("the Membership Rules")

The following rules are not part of the Company Rules but are a supplement to them.

Company

1. The Company shall be known as the Pianoforte Tuners' Association.
 - (a) Voting Members shall be known as PTA Members
 - (b) Honorary Life Members shall be known as PTA Honorary Life Members
 - (c) Associate Members shall be known as PTA Associates
 - (d) Apprentice Members shall be known as PTA Apprentices
 - (e) Student Members shall be known as PTA Student

Policy

2.
 - (a) To safeguard the legitimate interests of all Members.
 - (b) To bring together piano tuners and technicians for mutual protection and benefit.
 - (c) To proclaim the importance of high professional standards of proficiency and to help raise those standards.
 - (d) To educate the public on the need for regular and skilled tuning and servicing.
 - (e) To provide the strength of association which is necessary to safeguard and to represent the tuning profession.

Membership

PTA Member, PTA Honorary Life Member (Hereinafter referred to collectively as "PTA Member")

3. To qualify to become a Member of the Association an applicant must:
 - (a) *either* (i) have successfully trained as a Pianoforte Tuner, Technician or Maker in a reputable factory or workshop, or have successfully completed a course in Pianoforte tuning or technical studies and have subsequently earned a living as a Pianoforte Tuner, Technician or Maker for a period of at least two years,
 - or* (ii) have successfully trained as a Pianoforte Tuner, Technician or Maker in a reputable factory or workshop, or have successfully completed a course in Pianoforte tuning or technical studies and have subsequently earned a living as a Pianoforte Tuner, Technician or Maker and as a PTA Apprentice, upon the recommendation of the Test & Training Sub Committee for a period of at least 6 months.
 - or* (iii) have earned a living as a Pianoforte Tuner, Technician or Maker for at least five years,
 - (b) at the time of application, currently be engaged in the piano industry,
 - and*
 - (c) *either* (i) pass a practical test of tuning and elementary repairs, and an oral test of his/her knowledge of tuning, construction and repair of pianos.
 - or* (ii) pass an assessment of practical ability and theoretical knowledge in a specialist field of piano technology, if applying for Technician membership.
4. Any applicant may be asked to pay a fee for the examination.

PTA Associate

5. PTA Associate status may be granted by the board to any applicant who must
 - (a) *either* (i) have successfully trained as a Pianoforte Tuner, Technician or Maker in a reputable factory or workshop, or have successfully completed a course in Pianoforte tuning or technical studies and have subsequently earned a living as a Pianoforte Tuner, Technician or Maker for a period of at least two years,
 - or* (ii) have earned a living as a Pianoforte Tuner, Technician or Maker for at least five years,
 - and*
 - (b) at the time of application, currently be engaged in the piano industry.
6. PTA Associates may attend all PTA General Meetings on a non-voting basis. They may not publicly advertise their registration and may not use the PTA name or Logo. Any PTA Associate who, in the judgement of the board has abused the privilege of PTA Associate Status may be struck off the register of PTA Associates, with no refund of subscription.

PTA Student

7. PTA Student status may be granted to any person receiving training at a training establishment, course or workshop for the duration of their course.
8. PTA Students shall pay a one-off registration Fee which will cover them throughout their stated training period. On completion of their stated training period PTA Students will become PTA Apprentices.
9. No one can remain a PTA Student for longer than 3 years.
10. PTA Students may attend all PTA General Meetings on a non-voting basis. They may not publicly advertise their registration and may not use the PTA name or Logo. Any PTA Student who, in the judgment of the board, has abused the privilege of PTA Student Status may be struck off the register of PTA Students, with no refund.

PTA Apprentice

11. Any student having completed their training at a training establishment, course or workshop may be registered as a PTA Apprentice.
12. PTA Apprentices shall pay an annual subscription.

13. PTA Apprentices can take part in PTA MAP and be part of the PTA Public liability insurance.
14. PTA Apprentices may attend all PTA General Meetings on a non-voting basis. They may not publicly advertise their registration and may not use the PTA name or Logo. Any PTA Apprentice who, in the judgment of the Board, has abused the privilege of PTA Apprentice Status may be struck off the register of PTA Apprentices, with no refund of subscription.
15. After 2 years PTA Apprentices must either apply to take the Membership Test or apply to become a PTA Associate.

Patrons

16. Any person not earning a living as a Pianoforte Tuner, Technician or Maker may become a Patron of the PTA upon payment of an annual donation. He/she will be invited to all General Meetings on a non-voting basis, but may not publicly advertise his/her PTA connection or use the PTA name or Logo for the purpose of business.

Company Brand and Logo Guidelines

17. Only PTA Members may use the company name, logos (which are not collective trade marks or trade marks), registered collective trade marks (as defined in the regulations governing use of the collective trade marks (“the Regulations”) annexed to the Membership Rules) and the registered trade marks (as defined in the trade mark license agreement (“the License”) a copy of which is annexed to the Membership Rules),.
18. PTA Members must use the registered collective trade marks in accordance with the Regulations;
19. PTA Members must use the registered trade marks in accordance with the License;

Secretary

20. The Directors shall appoint a Secretary who shall attend all General and Directors’ meetings of the Association and enter the minutes and proceedings of such meetings. The Board shall confirm the minutes at the commencement of each following meeting. He/she shall conduct general correspondence with the aims of the Association in mind and shall bank on behalf of the Association all monies received without delay.

Treasurer

21. The Treasurer shall prepare a Balance Sheet of Association accounts for presentation to the Annual General Meeting, bank monies received, pay accounts as directed by the Directors, keep a record of the receipts and expenditure, and submit all books, receipts and vouchers to the Auditor when required by the Directors.

Complaints Officer and Conduct Panel

22. The Directors shall appoint a Complaints Officer, a Deputy (in case of a conflict of interest or the unavailability of the Complaints Officer), and a Conduct Panel (hereinafter referred to as “the Panel”) at the first Directors’ Meeting following the Annual General Meeting. The Panel shall be chaired by the Complaints Officer and consist of the Complaints Officer and a minimum of two other Members (with the exclusion of the President). Panelists need not be Directors.

Auditor

23. A professional auditor shall be engaged to inspect the Association’s books annually and shall supply the Inland Revenue with such information as is required.
24. These rules may be added to, repealed or amended by resolution at any Annual General Meeting or Special General Meeting.

Branches

25. Branches may be formed, where interest is sufficient, upon written request to the Secretary and the approval of the Directors.

Appendices A-C

Definitions for Appendices A–C

Member	means	Any Member of the Company.
MUI	means	the Member Under Investigation who is the subject of a complaint or whose conduct is being investigated.
PTA	means	the Pianoforte Tuners’ Association.
Eligible	means	as far as is reasonably practicable, not being directly connected with the Member Under Investigation, or to the event giving rise to a complaint.
President	means	the President of the PTA.
Board	means	the PTA board of directors.
Panel	means	the Conduct Panel.
Regulations	means	the regulations governing the use of the collective trade marks of the PTA which are annexed to these Membership Rules

Licence means The trade mark licence agreement required to be entered into by all Voting Members of the PTA who wish to use the trade marks owned by the PTA (which are not collective trade marks)

General Provisions Concerning the President and Board Members

Should the President not be eligible or become the subject of an investigation under Appendix B and/or C then he/she shall step aside from chairing the Board pending the outcome of the Procedure(s). In the interim, the Board will be chaired by a Vice President, if Eligible, or if not Eligible, then by any Eligible officer appointed by the board. The interim chair of the board will fulfil those other functions in the Procedures which are allotted to the President.

A member of the board shall not attend, participate in or vote upon board discussions in connection with Appendices A–C which concern him/her as the MUI.

Appendix A Code of Conduct

The Responsibility of Members

Members are expected to conduct themselves and their business dealings in such a manner as to ensure that the name of the PTA is not brought into disrepute.

A1. Standard of Service

When carrying out their business Members are expected to:

- A1.1. maintain the standards set by the PTA.
- A1.2. act in a professional manner in the course of business dealings.
- A1.3. respect their clients when carrying out their business dealings.
- A1.4. act in good faith when selling goods.
- A1.5. only undertake work for which the Member possesses the appropriate level of skill to complete such work to a satisfactory standard.
- A1.6. use appropriate skill and care when undertaking work.
- A1.7. take all reasonable steps to ensure that the property of their client is respected and treated with care whilst carrying out their work.
- A1.8. follow any safeguarding policies and procedures of any organisations they undertake work for. If an organisation requires a suitability check (DBS, PUG, Access NI Check etc) then it is the Members responsibility to ensure this is completed.

A2. Fees Charged

- A2.1. Members are expected to charge fair and reasonable fees in respect of all business transactions.
- A2.2. When deciding whether fees are fair and reasonable, the Board will take into consideration factors such as:
 - A2.2.1. the time spent on the work carried out;
 - A2.2.2. the level of skill required;
 - A2.2.3. the level of specialised knowledge required;
 - A2.2.4. the nature of the equipment required to complete the work;
 - A2.2.5. the distance travelled by the Member;
 - A2.2.6. the level of personal experience of the Member; and
 - A2.2.7. the cost of the materials used.

Appendix B Complaints Procedure

B1. The Board shall have the power to investigate any complaint made against a Member by a non-Member.

B2. Deciding Whether a Complaint Shall Be Investigated and Instigating an Investigation

- B2.1. In order to decide whether to investigate a complaint, the Complaints Officer will review the complaint without undue delay. Following this review the Complaints Officer will make his/her written report and recommendation to the Directors.
- B2.2. On receiving the report and recommendation of the Complaints Officer, the Directors will decide whether to consider the complaint further.
- B2.3. Should the Directors decide to consider the complaint, the President shall review the composition of the Panel and appoint alternatives should any of the standing Panel not be Eligible. The President may also appoint a specialist Member to the Panel should this be deemed advisable.
- B2.4. For the avoidance of doubt, notwithstanding the recommendations of the Complaints Officer, the Directors shall have no obligation to consider any complaint further.

B3. Investigation

- B3.1. The Panel shall establish the precise nature of the complaint and shall act with a view to determining the complaint as quickly as reasonably possible.
- B3.2. The MUI shall be provided with a copy of the complaint (subject to such redaction as is necessary in order to comply with the Data Protection Act 1998) together with the Complaints Officer's report and recommendation within a reasonable period from the date of the Directors' decision to investigate.
- B3.3. The MUI shall also be provided with any other documentation which the Panel intends to take into account in reaching its decision.
- B3.4. After the Panel has investigated the complaint, it can decide to proceed with a meeting with the MUI to discuss the complaint.

B4. The Meeting

- B4.1. The MUI can choose to make verbal and/or written submissions at the Meeting before the Panel reaches a decision on the merits or otherwise of the complaint. The Panel must take account of these submissions when reaching its decision.
- B4.2. Should the MUI opt to make verbal submissions before the Panel, he/she has the right to be accompanied at the Meeting. The MUI also has the right to be represented by another Member at the Meeting.

B5. Decision

The Panel's decision will be communicated to the MUI after the Meeting.

B6. Disciplinary Proceedings

In the event that the Panel upholds the complaint, disciplinary proceedings may be initiated against the MUI at the discretion of the Directors. As a result of such proceedings the Directors may withdraw Membership.

B7. Appeals

With the exception of PTA Members, being disciplined under the sanctions for misuse of the collective trade marks as set out in the Regulations and/or breach of the License the MUI has a right of appeal against the Panel's decision, upon submission of written notice to the Secretary specifying the appeal grounds.

- B7.1. Notice of an appeal must be made by the MUI without unreasonable delay after receiving the Panel's decision.
- B7.2. The appeal will be heard by the board.
- B7.3. The board may invite the MUI to attend and/or contribute to all or part of the EC meeting at which the appeal is heard.
- B7.4. The board will make its decision after the meeting and its decision is final and binding.
- B7.5. The MUI will receive reasons for the decision.
- B7.6. There is no further right of appeal.

Appendix C Disciplinary Procedure

- C1. If the matter in hand has already been the subject of an investigation under the Complaints Procedure then so far as is reasonably practicable, no individuals who were involved in decision making under the Appendix B procedure will be involved in decision making in any Appendix C procedure that follows on. **This shall not apply to the Directors.**

C2. Standards of Behaviour

- C2.1. Members are expected to conduct themselves and their business dealings in a professional manner and in accordance with the Code of Conduct (Appendix A).
- C2.2. Serious breaches of the Code of Conduct may result in the withdrawal of Membership.
- C2.3. Gross negligence and criminal behaviour including fraud are examples of a serious breach. Notwithstanding the foregoing, what constitutes a serious breach will be determined by the Directors.

C3. Initiating Disciplinary Action

The Directors have the discretion to commence disciplinary action against a Member if:

- C3.1. a complaint made against a Member has been upheld under the Complaints Procedure; or
- C3.2. any conduct of a Member is suspected to be in breach of the Code of Conduct.

C4. Investigation

- C4.1. Upon deciding to initiate disciplinary action, the President shall review the composition of the Panel and appoint alternatives should any of the standing Panel not be Eligible. If the matter in hand has already been the subject of an investigation under the Complaints Procedure then the President shall appoint a new Panel with different Members. The Panel will investigate without unreasonable delay.
- C4.2. If the decision to initiate disciplinary proceedings follows a complaint being upheld and if there is sufficient evidence from that investigation to justify proceeding to a disciplinary hearing, the Panel can decide that no further investigation is required.
- C4.3. Following this investigation, the Panel has the discretion to hold a Disciplinary Hearing.
- C4.4. If the Panel finds there is sufficient evidence to justify holding a Disciplinary Hearing the MUI must be informed in writing without undue delay of the following:
 - C4.4.1. the alleged misconduct;
 - C4.4.2. the date and venue of the Disciplinary Hearing;
 - C4.4.3. the possible consequences of disciplinary action;and be provided with copies of any evidence to be used by the Panel and a copy of the procedure at the Disciplinary Hearing.

C5. Disciplinary Hearing

- C5.1. The Disciplinary Hearing shall take place without unreasonable delay on the part of either the MUI or the Panel.
- C5.2. The MUI shall have the opportunity to attend the Disciplinary Hearing.
- C5.3. At the Disciplinary Hearing:
 - C5.3.1. The MUI has the right to be accompanied at the meeting. The MUI also has the right to be represented by another Member at the Meeting.
 - C5.3.2. The Panel shall explain to the MUI the complaint made against him/her or the cause for concern should no complaint have been received.
 - C5.3.3. The Panel shall explain to the MUI the evidence gathered against him/her.
 - C5.3.4. The MUI shall be given the opportunity to answer any questions which the Panel asks.

- C5.3.5. The MUI shall have the opportunity to ask any questions and make any representations to the Panel.
- C5.4. The MUI shall have the opportunity to provide evidence in order to answer the allegation made against him/her.
- C5.5. Should the MUI fail to attend the Disciplinary Hearing without reasonable cause then the Panel shall have the authority to make a decision based on the evidence they have at that time without the MUI being present.

C6. Disciplinary Action

- C6.1. Should the Panel decide disciplinary action is justified, then, without unreasonable delay after the Disciplinary Hearing, the Panel shall inform the MUI in writing that disciplinary action will take place.
- C6.2. Following the Disciplinary Hearing, the Panel has the discretion to commence the following sanctions against the MUI.
 - C6.2.1. a verbal warning; or
 - C6.2.2. a formal written warning; or
 - C6.2.3. withdrawal of some or all of the privileges of Membership of the PTA; or
 - C6.2.4. withdrawal of Membership.
- C6.3. Should the Panel decide to impose any sanction, as set out in C6.2.1. and C6.2.2. it will advise the MUI in writing of the following:
 - C6.3.1. the nature of the misconduct for which the MUI is receiving disciplinary action and where appropriate give a reasonable timescale within which to improve his/her conduct; and
 - C6.3.2. how long a warning will remain current; and
 - C6.3.3. the consequences of any further misconduct.
- C6.4.
 - C6.4.1. Should the Panel decide to withdraw Membership or privileges from the MUI, reasons should be given to the MUI as to why this decision was reached. The MUI shall be advised whether withdrawal is temporary or permanent and if temporary, the terms for re-admission or re-granting of privileges.
 - C6.4.2. In the event of Membership being withdrawn the MUI shall not be entitled to any refund of his/her subscription.

C7. Appeals

With the exception of PTA Members being disciplined under the sanctions for misuse of the collective trade marks as set out the Regulations and sanctions for misuse of the trade marks as set out in the License the MUI has a right of appeal against the Panel's decision, upon submission of written notice to the General Secretary specifying the appeal grounds.

- C7.1. Notice of an appeal must be made by the MUI without unreasonable delay after receiving the Panel's decision.
- C7.2. The appeal will be heard by the Directors.
- C7.3. The Directors may invite the MUI to attend and/or contribute to all or part of the Directors' meeting at which the appeal is heard.
- C7.4. The Directors will make their decision after the meeting and their decision is final and binding.
- C7.5. The MUI will receive reasons for the decision.
- C7.6. There is no further right of appeal.

REGULATIONS GOVERNING THE USE OF THE COLLECTIVE TRADE MARKS
OF THE PIANOFORTE TUNERS' ASSOCIATION ("PTA") ("the Regulations")

1. Use of the Collective Trade Marks

1.1 Upon their successful application to become members of the PTA in accordance with part 3 of the Articles of Association ("the Articles"), certain categories of members will be entitled to use the following collective trade marks:

a) UK00003810690 (figurative series mark: "Pianoforte Tuners' Association – Founded in 1913"; and

b) UK00003810714 (figurative mark: "",

(hereafter, the "Collective Trade Marks").

1.2 These Regulations set out the terms and conditions of use of the Collective Trade Marks.

2. The Members authorised to use the Collective Trade Marks

2.1 Only PTA Members are permitted to use the Collective Trade Marks.

2.2 Use of the Collective Trade Marks by any PTA Member must:

- a) at all times, meet the criteria required to become a PTA Member of the PTA, as set out within the PTA's Articles and Further Rules of Association (the "Membership Rules") to which these Regulations are annexed;
- b) pay the applicable membership fee, as determined within the Membership Rules;
- c) comply with their obligations under the Membership Rules; and
- d) at all times to abide by the conditions of use set out within paragraph 3 below.

2.3 Provided that its use complies at all times with these regulations, each PTA Member of PTA shall, whilst they remain a PTA Member of the PTA and in accordance with Clause 17 and Clause 18 of the Membership Rules, be permitted to use the Collective Trade Marks.

2.4 The PTA has the absolute power and authority (without restriction) to refuse any application to become a PTA Member of the PTA or to withdraw an individual's or organisation's right to remain a PTA Member of the PTA in accordance with the Membership Rules.

2.5 A list of the PTA's PTA Members is available upon request to the PTA.

3 Conditions of Use of the Collective Trade Marks

3.1 The Collective Trade Marks will:

- a) not be used without indicating that they are Collective Trade Marks of the PTA;
- b) only be used in conjunction with the name of the PTA Member and to indicate that PTA Member's membership with the PTA and compliance with the Membership Rules;
- c) not be used in any PTA Member's logo or trading name
- d) be used in accordance with 3.3 below;
- e) be used by the PTA Member without modification or adaptation and as represented on the United Kingdom Intellectual Property Office's trade marks register;
- f) not be used in such a way as to imply or suggest that any services comply with any national standards; and
- g) be used in a format prescribed by the PTA from time to time.

3.2 The PTA Member's use of the Collective Trade Marks is subject always to the PTA Member's:

- a) compliance with the Membership Rules; and
- b) payment of all applicable membership fees to the PTA.

3.3 In addition:

- a) A PTA Member whose personal business title, letter-heading and advertisements use principally his/her own name, and do not include the name of any non-PTA Member, and who has overall responsibility for the quality of the work of the business, may use the Collective Trade Marks freely in letter headings and advertisements.
- b) An organisation employing only non-PTA Members may not use the Collective Trade Marks in any form; and
- c) An organisation employing both non-PTA Members and PTA Members may use the Collective Trade Marks only in miniature form, clearly identifying only those employees who are PTA Members; and

- d) Where PTA Members are Technicians, they may only use the Collective Trade Marks if the words “Technician Membership” or the initials “TM” are shown in brackets and are displayed next to or near the Collective Trade Marks.
- 3.3 The PTA Member must not licence, assign, exploit or otherwise deal with the Collective Trade Marks other than as set out in these Regulations and the Membership Rules.
- 3.4 Upon a PTA Member ceasing to be a PTA Member of the PTA, that individual’s authority to use the Collective Trade Marks shall immediately cease and the former PTA Member shall be required to promptly destroy or return to the PTA (at the PTA’s election) all materials exemplifying or otherwise incorporating the Collective Trade Marks.
4. **Procedure following misuse of the Collective Trade Marks**
- 4.1 Any PTA Member considered to be in breach of these Regulations or to have misused the Collective Trade Marks in any way may result in:
- a) an investigation by the PTA regarding the circumstances and severity of the breach in question;
 - b) a temporary or permanent suspension of the PTA Member’s right to use the Collective Trade Marks
 - c) suspension or withdrawal of the PTA Member's membership of the PTA; or
 - d) legal proceedings being issued or initiated by the PTA (including, but not limited to, proceedings for trade mark infringement and/or passing off and/or breach of contract).
- 4.2 The PTA’s decision in respect of the breach of these Regulations shall be final and shall not be subject to appeal by the PTA Member.

TRADE MARK LICENCE

1. Use of the Trade Marks

1.1 Upon their successful application to become members of the PTA in accordance with part 3 of the Articles of Association (“the Articles”), certain categories of members will be entitled to use the following trade marks:

- c) UK00003810697 (word mark “PTA”); and
- d) UK00003810705 (word mark: “ MPTA ”),

(hereafter, the “Marks”)

2. Licence

2.1 The PTA hereby grants to PTA Members a non-exclusive, non-sublicenseable, non-assignable, revocable, licence to use the Marks in the United Kingdom (“the Territory”) on and in relation to the Permitted Services as set out in Schedule 1annexed to this licence, subject to the terms of this licence.

2.2 By using the Marks the PTA Member agrees to be bound by the terms of this licence.

2.3 Any goodwill derived from the use by the PTA Member of the Marks shall accrue to the PTA. The PTA may, at any time, call for a document confirming the assignment of that goodwill and the PTA Member shall immediately execute it.

2.4 No rights or licences are conferred on the PTA Member pursuant to this licence except those expressly set out in this licence.

3. Membership of the PTA

3.1 It is a condition of this licence that the PTA Member must at all times be and remain a PTA Member of the PTA and must be bound by and comply with the terms and conditions of the Articles and the Membership Rules for the duration of this licence.

3.2 For the avoidance of any doubt this licence shall immediately terminate automatically upon the PTA Member ceasing to be a PTA Member for any reason whatsoever.

4. Quality control and marking

The PTA Member's licence to use the Marks are subject to the following conditions:

- (a) The PTA Member must have the overall responsibility for the quality of the Permitted Services provided by the PTA Member’s business;
- (b) The business title used by the PTA Member must be his own name and not include the name of any person who is not a PTA Member;
- (c) Where the PTA Member employs both PTA Members and non-PTA members he may use the Marks in miniature form provided that he clearly identifies those individual(s) who are PTA Members;
- (d) Where PTA Members are Technicians, they may only use the Marks if the words “Technician Membership” or the initials “TM” are shown in brackets are displayed next to or near the Marks.
- (e) the PTA Member shall comply with the specifications, standards and directions relating to the Permitted Services, including their provision and promotion, as notified in writing by the PTA from time to time;
- (f) the PTA Member shall, in exercising its right under this licence, comply with, and shall ensure that each Permitted Service provided or otherwise supplied by the PTA Member complies with, all applicable laws, regulations, industry standards and codes of practice;

- (g) the PTA Member shall, in exercising its right under this licence, ensure that it complies at all times with the provisions of the Articles and Membership Rules;
- (h) the PTA Member shall not do or fail to do any act or thing whereby the validity, enforceability or the PTA's ownership of the trade mark registrations for the Mark, or the reputation or goodwill associated with the Mark anywhere in the Territory, is likely to be prejudiced.

5. Indemnity

5.1 The PTA Member shall indemnify the PTA against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, fines and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the PTA arising out of or in connection with:

- (a) the PTA Member's exercise of its rights granted under this licence;
- (b) the PTA Member's breach or negligent performance or non-performance of this license, including (but not limited to) any claim relating to Permitted Services offered or supplied by the PTA Member;
- (c) the enforcement of the terms of this licence; or
- (d) any claim made against the PTA by a third party for death, personal injury or damage to property arising out of or in connection with the provision of Permitted Services to the extent it is attributable to the acts or omissions of the PTA Member, its employees or agents.

6. Protection of the mark

6.1 The PTA Member shall promptly inform the PTA of any suspected unauthorised use of the Marks (or any confusingly similar marks) of which it becomes aware, and shall provide the PTA with such documents, information and assistance as it can in relation to any such use.

6.2 The PTA gives no warranty and makes no representation in or pursuant to this licence that the use of the Marks do not or will not infringe the rights of others.

7. Duration and termination

7.1 This licence shall commence on the Effective Date and continue for the period the PTA Member remains a PTA Member unless terminated earlier under any of the following provisions.

7.2 The PTA may terminate this licence, without cause, upon giving the PTA Member 3 month's written notice of termination.

7.3 The PTA may terminate this licence by notice with immediate effect if:

- (a) the PTA Member commits any breach of this licence which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the PTA to do so;
- (b) the PTA Member commits any breach of the Articles and/or Membership Rules which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the PTA to do so;
- (c) the PTA Member suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the PTA Member commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other

than for the sole purpose of a scheme for a solvent amalgamation of the PTA Member with one or more other companies or the solvent reconstruction of the PTA Member;

- (e) a person becomes entitled to appoint a receiver over all or any of the assets of the PTA Member or a receiver is appointed over all or any of the assets of the PTA Member;
- (f) a creditor or encumbrancer of the PTA Member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the PTA Member's assets and such attachment or process is not discharged within 14 days
- (g) any event occurs, or proceeding is taken, with respect to the PTA Member in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.3(b) to clause 7.3(f) (inclusive)
- (h) the PTA Member suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

7.4 The PTA Member undertakes to the PTA that, save as expressly permitted by this licence, it will not make any use anywhere in the world of the Marks or any name or mark intended or likely to be confused or associated with them. In particular, upon termination of this licence for any reason the PTA Member shall cease immediately to make any use of the Marks.

7.5 Within 30 days after the date of termination the PTA Member shall promptly destroy, or if the PTA shall so elect, deliver to the PTA, at the PTA Member's expense, all documents, advertising literature, business literature and any other materials in both hard copy and electronic format which bear the Marks.

7.6 Any provision of this licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this licence shall remain in full force and effect.

8. **Assignment and other dealings**

The PTA Member shall not assign, transfer, mortgage, charge, sub-license, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this licence without the prior written consent of the PTA.

SCHEDULE 1 – Permitted Services

- Piano tuning;
- Piano maintenance;
- Piano service;
- piano regulation;
- piano sales advice;
- piano purchase advice;
- piano moving advice;
- piano care advice;
- piano repair;
- piano valuation;
- piano restoration;
- piano renovation.