

**CONSTITUTION AND RULES  
FOR THE  
CONSTRUCTORS TRAINING GROUP (NORTH EAST)**

This training group has been developed on behalf of companies in membership and engaged in the building sector of the construction industry. The purpose will be to organize and co-ordinate group training facilities generally in accordance with the administrative and financial arrangements for Training Groups agreed from time to time with Construction Skills (hereinafter referred to as CS) to which the group is registered.

**Name**

1. The name is The Contractors Training Group (North East) - hereinafter referred to as CTG (NE)

**Objectives**

2. The objectives of the CTG (NE) are:
  - (a) To organize and co-ordinate training activities in or ancillary to the construction industry as may be required by the members to meet their business objectives.
  - (b) To co-operate and liase with Training & Enterprise Councils (TECS) and the forthcoming Labour Skills Councils, (LSCS) in order to promote the training needs for all employees in the construction industry
  - (c) To co-operate with local education and other authorities and bodies as regards the provision of facilities for the promotion within the industry in pre 16 school education
  - (d) To liase with other Independent Training Groups in the north east to ensure training provision is provided to meet regional demands and to avoid overprovision

## **Income and Property**

### 3. Revision 'A'- 1<sup>st</sup> July 2001

*The CTG (NE) shall have power to borrow with or without security and to raise and receive monies for the purposes of the CTG (NE).. The group shall operate on a profit-making basis with the income and assets of the CTG (NE) applied solely towards the promotion of the objectives of the CTG(NE) and no part thereof shall be paid or transferred directly or indirectly by way of divided bonus or otherwise by way of profits to members of the CTG (NE). If at any time assets of the CTG (NE) become surplus then CS in conjunction with the CTG (NE) shall decide their disposal except for:*

- (i) Such part of the surplus as arises from members' subscriptions or
- (ii) Activities promoted by the CTG (NE) in subsidiaries or otherwise which may be disposed of in such a manner as the Group Committee shall decide. Provided that this rule shall not prevent the payment of reasonable and proper remuneration to any member, or to any officer or servant of the CTG (NE) or to any officer or servant of any member in return for any service actually rendered to the CTG (NE) nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable rent for premises let, by any member of the CTG (NE).

## **Membership and Subscription**

- 4. The CTG (NE) shall be comprised of firms or companies who have paid their levy to CS or, a 75% majority of the firms or companies to be within the scope of CS. The first members of the CTG (NE) shall be those whose names and addresses are subscribed in the Schedule attached to these Rules. Prospective members may be admitted to membership on making written application to the Group Committee set up under Rules 9 - 14 in such form and containing such information as the Group Committee may require. To obtain CS grant there is the need to maintain 20 individual active companies on the Group's register. Provided that no new member shall be admitted if thereby the number of employees of all members shall exceed such number as can, to the satisfaction of CS and CTG (NE) be handled efficiently by the Group's approved training staff.
- 4.1 Group members are responsible for payments from their sub companies. If at any time payments are in default it is always the responsibility of the member company, not the sub company, to ensure payments are made in full for training booked by them either for them or on behalf of another company.
- 4.2 Entry on the NEESPR (Business Link Register) was proposed and agreed by members in June 2009. Benefits to members include funding from Business Link for non-legislative and non-mandatory training.

5. Save as mentioned in Rule 6 every member shall be and remain a member of the CTG (NE) for an initial period of one year. Subject to this requirement any member may cease to be a member on giving to the Group Committee not less than six months previous notice in writing of such member's intention to do so. Provided always that notwithstanding the preceding provisions of this rule a member may cease to be a member at any time before or after the expiration of the said initial period if they shall make application to the Group Committee so to do and such application shall be approved by such Committee by a majority of not less than two thirds of such members as, being entitled so to do, vote thereon.
6. The Group Committee shall have power by notice in writing to a member summarily to terminate membership of the CTG (NE) in any of the following events:
  - (a) If such a member shall fail to pay his/her annual subscription or any instalment thereof within two months after it has become due
  - (b) If being an individual he/she shall become bankrupt or make any arrangement or composition with creditors
  - (c) If being a corporation it shall go into liquidation whether voluntary or compulsory or otherwise be dissolved
  - (d) If being a partnership the partnership shall be dissolved whether by agreement between the partners or by operation of the law.
  - (e) If a resolution for the expulsion of such member be proposed at a meeting of the Group Committee and be passed without dissenting vote by any other member
  - (f) To allow the balance or members to be adjusted should out-of-scope organisation become a majority (Rule 4, paragraph 1)
  - (g) Should the attendance at the meeting of Group members total less than 20% of companies (excluding committee representatives) over three consecutive meetings, then CS will be entitled to review the provision of the annual grant to the Group
7. A member whose membership is terminated under Rule 6 shall nevertheless remain liable to pay all monies due to the CTG (NE) at the date of termination of membership. A member who ceases to be a member for whatever cause shall cease to have any claim upon CTG (NE) assets and funds and shall cease to be entitled to any of the benefits and privileges of membership.
8. The Group Committee shall in advance of each financial year determine the rate of subscription for such year, the method by which it shall be calculated and the date or dates on which it shall become payable having regard to the funds expected to be required for the purpose of the CTG (NE) in that year. Every member of the CTG (NE) shall pay the subscription as so determined.

9. Group subscriptions shall be agreed at the inaugural meeting of the Group and be reviewed at the AGM.
- 9.1 Membership fee of £100 per year was proposed and agreed in June 2009 – of this fee, the cost of insurances required for entry on NEESPR will be retained (divided equally among members) and the balance remaining from each fee will be refunded to members on the next course booked with CTG (NE). The refundable proportion of the annual membership fee must be claimed against training in the year to which the fee relates. If it is not claimed within the twelve month period, the fee is forfeit.  
(Example – June 2009 £25 retained per member for insurances £75 refundable against next course booked)

### **Group Committee**

- 10 There shall be a Group Committee which may form executive Sub-Committees as provided by Rule 16.
11. Each member shall forthwith nominate in writing one person to act as its representative and the persons so nominated shall comprise the Group Committee
12. (a) Each member shall also be entitled to be entitled to nominate another person as a deputy to act as its representative on the Group Committee in the absence of the original nominee.
- (b) Each member shall be entitled at any time to revoke any subsisting nomination and to nominate another person as its representative or deputy representative
- (c) All nominations and revocations under this Rule shall be in writing and shall be delivered or sent to and take effect on receipt by the Group Committee
- (d) A member of the Group Committee being a representative of a member shall be and remain a member of the Group Committee unless and until his/her appointment is revoked or the member appointing him/her ceases to be a member of the CTG (NE)
- 13 The CTG (NE) Training Officer responsible for servicing the Group for the time being shall be in attendance at all meetings of the Group Committee of all subcommittees formed under Rule 16 and to this end shall receive notice of all such meetings and shall prepare all minutes and correspondence. He/she shall not be entitled to vote and shall withdraw when required by the Chairperson to do so.
- 14 Postal voting may be necessary from time to time with each company having one vote.

- 15 All representatives of members of the CTG (NE) present at meetings of the Group Committee shall, as required, be entitled to one vote.
16. A threshold of 60% approval based on the meeting attendance or postal ballot is required for proposals to be accepted by the Group.

### **Powers and Duties of the Group Committee**

- 17 The CTG (NE) shall be managed by the Group Committee who may pay all such expenses of the CTG (NE) as they think fit and may exercise all the power of the CTG (NE). The Group Committee may authorize the payment on good faith of reasonable and proper remuneration to any officer or servant of any such member in return for any services actually rendered to the CTG (NE) and for the payment of out-of-pocket expenses properly incurred in the service of the CTG (NE).
18. The Group Committee may from its members, form a sub-committee or subcommittees as may be requisite for the efficient running of the CTG (NE). The Group Committee may delegate any of their powers to any such sub-committee which shall in the execution of the powers so delegated conform to any regulations imposed upon it by the Group Committee. The meetings and proceedings of any such sub-committee shall be governed by the provisions of the Rules as regards meetings and proceedings of the Group Committee so far as is applicable and so far as the same shall not be inconsistent with any rules made by the Group Committee as aforesaid.
19. The Group Committee shall from time to time make, repeal and amend all such regulations as they shall think expedient for the management of the CTG (NE). All regulations made under this Rule shall be binding upon the members of the CTG (NE) provided the same are evidenced by an entry in the minute book of the Group Committee.
- 20 Without prejudice to the generality of the foregoing Rules, the Group Committee may:
  - (a) Restore to membership of the CTG (NE) members whose membership has lapsed by reason of non-payment of subscriptions
  - (b) Determine what shall be a sufficient quorum at any meeting of the Group Committee or any sub-committees
  - (c) Make regulations with regard to the sufficiency of all notices required to be given to members

- 21 It shall be the duty of the Group Committee to:
- (a) Appoint:
    - (i) A Chairperson and a Vice Chairperson (non CS or Federation employees)
    - (ii) A Treasurer (non-CITB or Federation employees)
    - (iii) A Secretary/Training Officer
  - (b) Appoint an independent accountant to report on the annual accounts.
  - (c) Make regulations for the keeping of a register of members of the CTG (NE) and of their representatives and deputies;
  - (d) Make regulations for recording minutes of all meetings using the Group Training Officer to do so.

### **Meetings of the Group Committee**

- 22 Meetings of the Group Committee shall be held as required (not being less than two in each calendar year) and shall be convened by the Secretary at any time at the request of the Chairperson or of any other two members of the Group Committee.
- 23 The Chairperson shall preside at every meeting and in his/her absence the Vice Chairperson shall preside. In the absence of the Chairperson and any Vice Chairperson the Secretary/Training Officer shall notify members of the situation. Should the members wish to continue to convene the meeting the members present shall choose one of their numbers to act as Chairperson. Save as is by any Rule expressly provided and subject to any regulations made by the Group Committee, the Chairperson of the meeting shall in his/her absolute discretion prescribe the manner of voting at and the order and conduct of all meetings. CS will be in attendance at all meetings.

### **Annual General Meeting**

- 24 The meeting shall be termed an Annual General Meeting and convened early September. The first Annual General Meeting shall be held within eighteen months after the date of formation of the CTG (NE) and the second and subsequent Annual General Meetings shall be held not more than fifteen months after the date on which the preceding Annual General Meeting was held.
- 24.1 It is recommended that a representative of CS be invited to attend the Group Annual General Meeting.

- 25 The business of an Annual General Meeting shall include the consideration of the annual accounts of the CTG (NE) for the financial year of the CTG (NE) which will have been finalized for the Group to review. The annual accounts shall include a report by independent accounts that they have been properly prepared from the books and records of CTG (NE).
- 26 Not less than seven days' previous notice in writing shall be given of every meeting other than an Annual General Meeting and not less than fourteen days' previous notice in writing shall be given of an Annual General Meeting. All notices shall specify the business to be undertaken and any Resolutions to be considered and with the notice convening an Annual General Meeting shall be sent a copy of the annual accounts of the CTG (NE) intended to be considered at the meeting.
- 27 Notices shall be sent to all members of the CTG (NE) and in the case of an Annual General Meeting notices shall also be sent to the independent accountant.

#### **Group Secretary/Training Officer**

- 28 The main duties of the Group Training Officer will be;
- (a) The establishment and maintenance of a comprehensive training and advisory service to all member companies of the Contractors Training Group (North East) to meet the CTG (NE) business objective.

#### **Finance and Accounts**

- 29 The financial year of the CTG (NE) shall be the period from 1<sup>st</sup> September in one year to the last day of August in the next following year, or such other period as the Group Committee may be determined.
- 30 The accounts of the CTG (NE) shall be prepared annually in respect of each financial year and reported on by an independent accountant that they have been properly prepared from the books and records of CTG (NE) and submitted for approval to the Annual General Meeting.

#### **Trustees and Investments**

- 31 The Group Committee may appoint not less than two and not more than four trustees of the CTG (NE) who shall hold office during the pleasure of the Group Committee and subject to regulations made by the Group Committee.

- 32 The assets of the CTG (NE) (other than cash, which shall be in the control of the Treasurer or the Secretary for the time being) shall be vested in trustees so appointed as aforesaid and be dealt with by them as the Group Committee shall from time to time direct; a copy certified by the Secretary/Training Officer or any member of the Group Committee to be a true copy of any entry in the Minute Book of the Group Committee shall be conclusive evidence in favour of the trustees of the terms of such direction and of the fact it has been duly made.
- 33 The trustees shall be indemnified against all liabilities and expenses incurred in the course of their duties out of the assets of the CTG (NE) other than such as shall be caused by the default or misconduct of that one of the trustees sought to be made liable.

### **CONSTRUCTION SKILLS (CS)**

- 34 The CTG (NE) and all officers of the CTG (NE) for the time being shall at all reasonable times afford to CS such reasonable information concerning the affairs of the CTG (NE) as may be required, including giving access to and the opportunity to take extracts from all its books and records. It is the duty of CS to make available a representative to attend meetings of the Group Committee and other committees and he/she shall receive notice for all such meetings. He/she shall normally be in attendance, unless asked to withdraw by the Chairperson. He/she shall not be entitled to vote.
- 35 Any notice required to be delivered to or served upon the Group Committee shall be deemed to be duly delivered or served if it is addressed to the Chairperson of the CTG (NE) and lodged at or sent by post to the office of the CTG (NE) or (if none) to the registered address of the member for which the Chairperson for the time being is the nominated representative.
- 36 Should the Group fail to meet the annual training objectives and do not provide a proposal for approval by CS Area Manager, the annual grant from the CS Grant Scheme will be withdrawn. CS will provide three months' notification as the withdrawal of the grant.



## **Dissolution**

- 37 (a) The CTG (NE) may be dissolved by resolution of the Group Committee passed by a majority of not less than three-quarters of such members as, being entitled so to do, vote thereon, and at a meeting called on not less than 21 days' notice, of which 21 days' notice is also given to CS. To constitute a quorum for such a meeting at least three-quarters of the members entitled to attend and to vote shall be present either in person or by proxy. Votes on a resolution to dissolve the CTG (NE) may be given either personally or by proxy. The instrument appointing the proxy shall be in writing in a form prescribed by the Group Committee and shall be lodged with the Secretary of the CTG (NE) before the meeting.
- (b) If at any time the CTG (NE) is dissolved then the Group Committee shall be responsible for providing CS within seven days with a copy of the agreed resolution to dissolve. If at any time the Group is dissolved and thereafter there remain, after the satisfaction of all its debts and liabilities, any funds or assets, the same shall be divided rateably into the CS Fund and the Members' Fund in proportion to :
- (i) The amounts contributed to the CTG (NE) by way of grant or otherwise by CS, and
- (ii) The amounts contributed by way of subscription, subsidy or otherwise by the Members of the CTG (NE) for the time being together with annual income accruing to the CTG (NE) from activities promoted by the CTG (NE); in both cases during the shorter of the six accounting periods up to an immediately preceding the date of dissolution and the period of existence of the CTG (NE), respectively. In the event of it being impossible for any reason to ascertain such amounts from the annual accounts of the CTG (NE), any such surplus funds and assets shall be divided equally into the CS Fund and the Members' Fund.

The CS Fund (if any) shall be disposed of in accordance with the wishes of CS. The Members' Fund shall be divided among all the members of the CTG (NE) for the time being rateably in proportion to the total amount each Member paid to the CTG (NE) by way of subscription, subsidy or otherwise during the shorter of the six accounting periods up to and immediately preceding the date of dissolution and the period of existence of the Group, or as otherwise decided by the Members on dissolution.

- 38 The members of the Group Committee and the officers for the time being of the CTG (NE) shall be indemnified out of the funds of the CTG (NE) against all costs, charges, losses, damages and expenses which they shall respectively incur or be put to on account of any act, deed, matter or thing which shall be executed, done or remitted by them respectively in good faith in or about the execution of their respective offices.

### **Interpretation and Amendment**

- 39 The Group Committee shall be the sole authority for the interpretation of the Rules and Regulations made there under, and the decisions of the Group Committee upon the request of interpretation or upon any matter affecting the CTG (NE) and not provided for by the Rules or by the Regulations made there under shall be final and binding upon the members.
- 40 The Rules may be added to, repealed or amended by Resolution of the Group Committee passed by a majority of not less than 60% of such members as, being entitled so to do, vote thereon and at a meeting called on not less than fourteen days' notice and at which the quorum shall not be less than one-half of the members entitled to attend and vote at the meeting.

*H:/ARC/Text 65 Rev 'B- Contractors Training Group(NE)  
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