

Membership Rules

The following rules are made by the Council under the terms of the Articles to govern membership of PETA:

- I In interpreting these rules:
 - a) The following words have the following meanings whenever they are used in these rules:
 - (i) 'PETA' means PETA Limited and where the context allows includes a reference to any subsidiary or associated company and any tutor or consultant or other contractor engaged by PETA to provide services to the member;
 - (ii) 'Member' means any person who is accepted by the Council as a member of PETA and (where the context allows) reference in these rules to a 'Member' incorporates a reference to all notified subsidiaries of a Group Member;
 - (iii) 'Articles' means the registered Articles of Association of PETA and where the context allows the registered Memorandum of Association of PETA;
 - (iv) 'Council' means the elected Council of Management of PETA as constituted from time to time under the Articles
 - (v) 'Associate Member' means a Member admitted by the Council under the terms of Rule 18 as an Associate Member and with the exception of Rule 2, reference in these rules to a member includes reference to an Associate Member and these rules apply equally to an Associate Member except to the extent that they are modified by rule 18.
 - (vi) 'Group Member' means a holding company or equivalent organisation ('the parent') that is a Member of PETA which notifies to PETA on the application form at the time of joining that it has subsidiary organisations ('subsidiaries') which it would wish to benefit from the privileges of membership and has paid the appropriate fee for group membership.
 - (vii) 'Training Year' means either the anniversary of membership from the date membership commenced or for those companies joining prior to 1 November 2007 the Training Year means 1 April to 31 March
 - b) Any other words that are defined in the Articles bear the same meaning when they are used in these rules.
 - c) Reference to the singular shall include the plural and reference to one gender includes all other genders and if more than one person is included within the 'Member' then the liability of those persons shall be joint and several.
 - d) Reference to a 'person' means any person, firm or company, local or national government department or other organisation.
- 2 The Articles bind each Member automatically and a copy of the Articles is available on request. Each Member shall also be bound by these rules and by any further or additional or replacement rules that are made by the Council in accordance with the Articles from time to time and notified in writing to the Member. The Member shall remain bound by these rules for as long as he remains a Member of PETA and, if, and to the extent that, these rules specify, for a period after ceasing to be a Member.
- 3 The Member shall apply for Membership using such form as the Council determines from time to time. The Council shall consider each application for membership at the next available meeting of the Council. The Council may in its absolute discretion refuse membership to any person without giving a reason and in those circumstances any membership fees that have been paid shall be refunded. Entitlement to the benefits of membership shall commence upon notification by the Council of acceptance of membership.

- 4 Membership is to run for a year from the commencement of the training year. Details of the membership fees and subscriptions for each year shall be determined by the Council and made available to the Members from time to time. Each Member must pay the annual membership fee applicable to the type of membership applied for when making the application to the Council.
- 5 Membership shall be renewable annually on the anniversary of the date membership commenced. The annual membership fees shall be determined by the Council from time to time, effective from 1 September in each year and will be invoiced to the Member prior to the commencement of their training year. Upon renewal each Member must pay the annual membership fee that is applicable to its type of membership, either by the commencement of the training year or within two months after the date of the invoice for such fees, whichever is later. If the Member fails to pay the membership fee within this time scale, then the privileges of membership shall be suspended until it is paid.
- 6 The Council shall determine from time to time the types and classes of membership that are applicable and details shall be made available to the Member from time to time and in any event upon renewal of membership. The Member shall provide to the Council such information as the Council reasonably requires in order to determine which type of membership applies to that Member. The Member shall also advise PETA promptly of any changes in the size or structure of the Member, which might affect the type of membership that applies to that Member. The Member shall pay any increased fee that may arise from the date upon which the relevant changes in size or structure first took effect.
- 7 The Council shall publish from time to time the benefits and privileges that are available to Members as a result of membership. These privileges shall be consistent with the Articles and with the charitable objects and status of PETA. The Council may vary, suspend or withdraw these privileges at any time and will notify the Member in writing of any such changes. The Member shall not be entitled to any refund for any given training year arising from any such changes to the privileges of membership.
- 8 The privileges of membership apply to the Member, which is notified to PETA on application for membership and to certain other persons according to the relevant class of membership as follows:
 - a) Full Member: The privileges of membership apply only to the business operated by the Member, which is notified to PETA on application for membership. In the case of a company or similar corporate entity, privileges of membership shall apply only to that company, which is named in the application and the company registration number as the Member and not to any subsidiary, parent or holding company or any other group company of or any other person associated with the Member. In the case of any individual or partnership, the privileges of membership apply only to the business operated by that individual or partnership and not to any other business that is associated or connected with the Member.
 - b) Group Member: Privileges of membership shall apply only to the parent and its notified subsidiaries which have duly completed the relevant application form and not to any other subsidiary, holding company or any other group company of or any other person associated with the Member except that a Group Member may from time to time by prior agreement with PETA add, remove or substitute subsidiaries who may have the privileges of membership. However the maximum number of subsidiaries who may benefit as part of a single Group Membership shall be 10. PETA may require any new subsidiary to complete a further application form and the Group Member must pay any increased membership fee which may arise as a result of these changes before the privileges of membership are extended to the new subsidiaries. The Group Member shall be the only person which is a member of PETA as a limited company and shall be the only person whose representative is entitled to attend and vote at general meetings of the company.

- c) Associate Member: Privileges of membership shall apply only to that company, which is the Member and not to any subsidiary, holding company or any other group company of or any other person associated with the Member. In the case of any individual or partnership, the privileges of membership apply only to the business operated by that individual or partnership and not to any other business that is associated or connected with the Member.

In all cases, if PETA becomes aware that a Member is using the membership privileges to benefit a business other than that which is notified to PETA or a subsidiary or other group or associated company or organisation, it may require the Member or the other business or group company to pay such other fees for the services provided by PETA as are reasonable in all the circumstances.

- 9 All services that are provided by PETA to the Member are provided on PETA's standard terms and conditions for the provision of such services at the time and the Member acknowledges that these terms and conditions shall take precedence over any terms and conditions proposed by the Member, regardless of any correspondence or representations to the contrary. Any goods, facilities or materials that are supplied to a Member by PETA are supplied in accordance with the terms and conditions for the service to which they relate and on the basis that the Member will use them only for the services supplied by PETA and not for any other purpose and will return them to PETA when membership ceases.
- 10 No Member shall (without the prior written consent of an authorised representative of PETA at any time whilst it is a Member and for a period of not less than one year after it ceases to be a Member, whether alone or together with another and whether directly or indirectly (by procuring or encouraging another person to do so)):
- a) Act in any way that the Council reasonably considers detrimental or prejudicial to PETA or which brings the name or business of PETA into disrepute; or
 - b) Solicit or attempt to solicit the custom of any person to whom PETA has supplied services whilst the Member has been a member or within one year before that for services similar to or in competition with those provided by PETA; or
 - c) **Employ or seek to employ any person who has been an employee of PETA at any time during the last two years of membership; or**
 - d) Supply any services or undertake any business that competes materially with any services supplied or business undertaken by PETA during the membership of the Member within a radius of fifty miles of any premises from which PETA is operating at the time; or
 - e) **Engage or employ any person as a tutor or consultant to the Member, if that person has supplied services to the Member on behalf of PETA during the last two years of membership; or**
 - f) Divulge to any person any information, documents or other materials supplied to the Member by PETA or fail to return such information, documents or other materials to PETA or comply with such other requirements that PETA imposes to ensure confidentiality.
- 11 If any Member commits a material breach of these rules, then the Council may suspend the privileges of membership for such period that it considers appropriate. If the Council suspends the privileges of a Group Member, this suspension applies automatically to the privileges of the notified subsidiaries unless the Council directs otherwise. In the case of a serious breach that is either not capable of remedy or which the Member fails to remedy having been given reasonable notice by PETA to do so, or if the Member becomes insolvent, then, in any of these cases, the Council may terminate membership immediately by notice in writing to the Member. This rule applies without prejudice to any other remedy

that PETA may have for breach of these rules. A company is to be deemed to have become insolvent, if it goes into liquidation, administration or has a receiver appointed or makes an arrangement with its creditors. An individual is to be deemed to have become insolvent, if he (or if the Member is a partnership or any other group any of them) is declared bankrupt or has a receiver appointed in respect of any of his assets or makes an arrangement with his creditors.

12 Membership terminates:

- a) Immediately, if the Council gives notice under rule 11;
- b) Upon the expiry of at least one month's written notice given to PETA in accordance with the Articles expiring at the end of the calendar month in which the notice expires or the end of the training year for which fees have already been paid.

13 When membership terminates, the Member (and in relation to any Group Member all notified subsidiaries) must pay any fees due to the end of the calendar month following the expiry of the notice period and shall cease to be entitled to any privileges of membership from the date of termination, but must continue to comply with rule 10 for a further year and rules 10, 14 and 17 shall continue to apply despite termination of membership.

14 All information documents and other materials supplied by PETA to a Member or produced by PETA for a Member ('the materials') shall belong at all times to PETA unless otherwise specified in the terms and conditions for the provision of services to the member. Copyright and all other intellectual and proprietary rights in the materials shall belong absolutely to PETA and any licence to use such rights ceases forthwith upon termination of membership. All materials and any other information provided to or obtained by the Member as a consequence of membership must be kept confidential at all times both during and after membership and returned to PETA or destroyed (if appropriate) upon termination of membership.

15 PETA will keep all information supplied to it by the Member secure and confidential and will use it only for processing the membership application; administering membership and providing services to the Member or for such other reasonable purposes in furtherance of the objects of PETA as are notified to the Member from time to time. All information will be held and processed in accordance with the provisions of the Data Protection Act and a copy of PETA's data protection policy is available on request. The data controller who should be contacted, if a Member has a query about the information held, is the Chief Executive of PETA.

16 If there is any dispute about the operation of these rules or if the Member objects to any action taken by PETA in connection with its membership, the matter shall be referred to the next available meeting of the Council. The Member shall be entitled to attend the meeting of the Council to make representations. The Council will notify the Member of its decision in writing as soon as possible after the Council meeting.

The decision of the Council shall be binding on the Member, unless within 14 days of the date of the written notice of the Council's decision, it lodges a written notice of appeal with PETA. This notice shall contain a written summary of its objections to the Council's decision. The matter shall be referred to the next Council meeting and the Member may attend the meeting and make representation in respect of the matter under appeal. The matter shall be put to a vote of the Council and their decision shall be final and binding on the Member.

- 17 Any liability of PETA under these rules shall be limited to a maximum of the refund of the annual membership fee for the current year.
- 18 If the Council considers that a person should have the benefit of the membership scheme, but does not wish that person for whatever reason to become a member of the limited company, the Council may in its absolute discretion admit that person as an Associate Member. An Associate Member shall have the benefits and privileges that are determined by the Council to apply to Associate Membership but shall not be entitled to be appointed as a member of PETA as a limited company. Rule 2 shall not apply to Associate Members. For the avoidance of doubt, no person who is an Associate Member or a representative of an Associate Member may be elected as a member of Council and no Associate Member or representative of an Associate Member shall be entitled to attend or vote at any meeting of the Council or any meeting of the members of PETA that is called under the terms of the Articles or any other meeting of the company. The Council may invite an Associate Member to attend at a meeting of the Council and may appoint an Associate Member or a representative of an Associate Member to be a Non-Voting Councillor in accordance with the terms of the Articles. If there is a meeting of the members of PETA and the Council considers it appropriate for Associate Members to be present at the discussions which relate to the membership scheme, the Council may convene a separate members' meeting to which Associate Members or their representatives are invited. This may take place on the same date and at the same place as a members meeting, but must be held as a separate session and must not deal with any other business. An Associate Member may vote at such a separate members' meeting and the vote of an Associate Member shall be counted as equal to the vote of a full member of PETA at such a meeting. If the Council decides to hold such a meeting, it must notify all Associate Members of that meeting and give at least 72 hours notice prior to the meeting. Associate Members shall not be counted towards the quorum at that meeting and at least 5 full Members shall be a quorum for this purpose. In all other respects these rules shall apply to Associate Members as they do to Members with the following exceptions and variations:
- (a) For the purposes of rule 6 Associate Membership shall be a separate class of membership and the Council may determine in its discretion any additional rules or conditions that shall apply to Associate Members.
 - (b) For the purposes of rule 7, the Council may in its discretion decide that different benefits and privileges shall be applicable to Associate Members as shall apply to full Membership. The Council may vary, suspend or withdraw these privileges at any time in accordance with rule 7.
 - (c) If at the time when a person is admitted as an Associate Member, that person is undertaking a business that competes materially with any services supplied by or business undertaken by PETA at that time and this is one of the reasons why the Council admits that person as an Associate Member rather than a full Member, then the member shall be entitled to continue to supply those services and undertake that business notwithstanding the terms of rule 10(d) but the other restrictions in rule 10 shall continue to apply.

The Council may at any time resolve to suspend or discontinue Associate Membership in which case the membership of all Associate Members shall terminate immediately or as otherwise set out in the resolution of the Council.

If in its sole discretion the Council considers that the continuing membership of any particular Associate Member is detrimental or prejudicial to PETA or does not comply with the Articles or the charitable purposes of PETA or is otherwise no longer in the best interests of PETA, the Council may resolve that the membership of that Associate Member shall be terminated on the terms set out in that resolution.

The Council must notify the Associate Member of the meeting to consider such a resolution and the provisions of Rule 16 shall apply to enable the Associate Member to make representations to the Council, to be notified formally of the decisions and to appeal to a meeting of the Members.

Membership Categories

Membership of PETA Ltd is open to any organisation wishing to take advantage of the wide range of benefits available. The following describes the categories of Membership and all are subject to approval at the earliest meeting of the Council after receipt of a completed application form and full payment of fees due.

Member benefits can be applied from the date of application where an application has been reviewed and preliminary approval has been given. In the situation where the initial approval has not been given, the applicant must pay for any services taken at Non-Member rate until the Council have approved the application at which time the company will be refunded the difference if successful.

The Company Registration Number is what defines the Membership status and companies with several sites can benefit from Membership as long as the Company Registration Number at those sites are the same.

Full Membership

Full Membership offers the following benefits and is available to any person being an individual or body corporate who at the date of application carries on business in Industry or Commerce.

Membership Benefits

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| <ul style="list-style-type: none"> ▲ Substantial discounts <ul style="list-style-type: none"> 15% off apprentice monitoring and assessment 15% off professional advisory service 15% off consultancy support projects 15% off courses, seminars and workshops 20% off training room hire 50% off selected open courses to support training for PETA apprentices ▲ Priority status <ul style="list-style-type: none"> Last minute booking offers and discounts Payment 28 days after commencement of service Eligibility to be elected to the PETA Board Priority response to calls for assistance | <ul style="list-style-type: none"> ▲ Free services <ul style="list-style-type: none"> FREE Initial training health check FREE Telephone help-line – limited over the phone assistance FREE Places on our Annual Course Taster Event FREE Places on topical seminars and events FREE Web link from our list of Members to your website FREE Place per year on our Apprentice Mentoring Course for those companies employing PETA Apprentices |
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* Associate and Subsidiary Members are not eligible for election to the Council.

Registered Charities

PETA offer a 10% discount to registered charities on the joining and annual fees for the first year of membership. All subsequent years will be charged at the full price. Membership resignation and re-application will not warrant a further discount.

Associate Membership

Associate Membership is available, at the discretion of the Council, to those organisations who offer similar services to PETA (ie other educational training establishments) and wish to use the services offered to support their own workforce development (not service delivery aspects). Associate Membership offers the same benefits as Full Membership but does not afford the right to be elected to the PETA Board or attend and vote at Company Meetings.

Group Membership

Group Membership offers the same benefits as Full Membership, however it is only the parent company who can be elected to the PETA Board or attend and vote at Company Meetings. This type of membership is available only to those organisations who are a legal entity that is a type of conglomerate or holding company consisting of a parent company and legal subsidiaries. For example companies who have several subsidiaries with different Company Registration Numbers, can apply for all companies to benefit by completing a Group Membership Application Form with separate details for each subsidiary.

This should not be confused with divisions which are businesses fully integrated within the main company, and not legally or otherwise distinct from it. For example a Company with more than one site where the Company Registration Number is the same.

Group Membership is not available to those applying for Associate Membership.