



CONSTITUTION 2018

VERSION 2.3

**CONSTITUTION
(as at April 2018)**

1. Form of the Association

The UK Revenue Protection Association (the “Association”) is an unincorporated association.

2. Definitions

Words	Meanings
“Act”	means the Competition Act 1998 and any subsequent amendments;
“Alternate”	Means a nominated person who acts on behalf of the member as their Alternate, including all voting rights;
“Associate Member”	means any Member of the Association as defined in Clause 4.4;
“Chairman”	means the person appointed by the Members as per Clause 9 to fulfil the responsibilities listed in Clause 11;
“Committee”	means the committee responsible for overseeing the administration of the Association;
“Consultancy Services”	means the services agreed by the Committee to support the aims, objectives and strategy of the Association;
“Financial Year”	means the 12-month period commencing 1 st April in each calendar year;
“Forum”	means the meeting convened by the Committee in line with Clause 16;
Full Member	means any Member of the Association as defined in Clause 4.2;
“Formal Work Programme”	means the programme of activity as agreed and specified by the Association from time to time to deliver the Association’s Strategy;
“Member”	means any company or body belonging to the UK Revenue Protection Association in accordance with Clause 4.1;
“Officers”	means the Chairman, Vice Chairmans and Committee Members as appointed under this Constitution;
“Representative”	means those persons elected to represent Associate and Full Members and on the Committee;
“Revenue Protection Services (RPS)”	means activities to investigate and/or deal with theft of electricity, gas or water in accordance with the agreed practices for so doing within that relevant sector;
“Secretariat Services”	means those services provided by the Secretariat in accordance with the agreed budget and disbursements agreed between the UKRPA

	Committee and Gemserv Limited, including but not limited to meeting and website management, conference and seminar management, financial management;
“Strategic Partner”	means any Member of the Association as defined in Clause 4.6;
“Strategy”	means the document that sets the direction and ambitions of the Association;
“Vice Chairman”	means the person or persons appointed by the Members as per Clause 9.

3. Purpose

The purpose of the Association is to:

- 3.1 provide opportunities for the discussion of matters relating to the Revenue Protection Services (“RPS”) to the extent that those matters are of common interest to its Members, with a view to the representation of their collective interests relating to RPS on such consultative and other relevant bodies as may be agreed by the Members from time to time in a Formal Work Programme;
- 3.2 nominate representatives to represent the Members common interests on the bodies referred to in Clause 3.1 above, including the nomination of one or more consultants if agreed by the Members;
- 3.3 provide opportunities for the exchange of information acquired as a result of the activities outlined above or acquired by other means which is deemed to be of collective value to the Members in that it relates to technical, operational or regulatory issues impacting on the business of provision of RPS;
- 3.4 promote or sponsor meetings, seminars, publications or such other activities as the Members may from time to time agree;
- 3.5 at all times comply with the requirements of the Act and shall not deal with any matter which will or is likely to prevent, restrict or distort competition or constitute an abuse of dominant position as construed within that Act.

4. Membership of the Association

- 4.1 There shall be three classes of membership – “Full Member”, “Associate Member” and “Strategic Partner”, known collectively as “Members”.
- 4.2 Subject to Clauses 4.10 and 14.3, Full Membership of the Association is open to any company which offers RPS in the UK.
- 4.3 Full Members are entitled to all of the facilities offered by the Association.
- 4.4 Subject to Clauses 4.10 and 14.3, Associate Membership of the Association is open to any party which manufactures products or offers services in support of Revenue Protection activity or has a bona fide interest by reason of its position as a party having obligations relating to Revenue Protection as set out in relevant Licence Conditions.
- 4.5 The Association imposes the following restrictions on Associate Members:
 - 4.5.1 Associate Members do not have voting rights at General meetings;
 - 4.5.2 Any representative of the Associate Members may not be nominated for Chairman or Vice Chairman(s) or hold any position except where specially provided for in this Constitution;

- 4.5.3 Associate Members will only be entitled to receive information produced by the Association which is deemed by the Committee not to be sensitive to the interests of the UKRPA.
- 4.6 Subject to clause 4.10, Strategic Partner Membership of the Association is open to any party which has an indirect interest in information about energy theft and/or professional contact with Revenue Protection service providers. A Strategic Partner will be limited to market level Associations or Organisations and hence will have no commercial interest in Revenue Protection activities.
- 4.7 The Association imposes the following restrictions on Strategic Partners:
- 4.7.1 Strategic Partners do not have voting rights at General meetings;
- 4.7.2 Any representative of the Strategic Partner Membership may not be nominated for Chairman or Vice Chairman(s) or hold any position except where specially provided for in this Constitution;
- 4.7.3 Strategic Partners will only attend a Committee Meeting if invited by the Committee under clause 14.8;
- 4.7.4 Strategic Partners will only be entitled to receive information produced by the Association which is deemed by Full Members not to be sensitive to the interests of RPS; and
- 4.7.5 Strategic Partners may offer services (e.g. professional advice, conference support etc) to the UKRPA. The UKRPA is under no obligation to accept such services.
- 4.8 Membership of the Association by a Member shall terminate if the Member:
- 4.8.1 ceases to be eligible for membership of the Association;
- 4.8.2 breaches any term of this Constitution and, in the case of a breach capable of remedy, fails to remedy the breach within a reasonable period following notice of the breach;
- 4.8.3 fails to make any payment due pursuant to this Constitution or the arrangements for establishing or maintaining the Association;
- 4.8.4 becomes bankrupt or enters into liquidation or has a trustee, receiver or administrator appointed in respect of all or any part of its business or otherwise ceases to carry on business; or
- 4.8.5 fails to act in good faith or uses or endeavours to use the Association for purposes of furthering the Members own commercial interests

- 4.9 Each Member is entitled to appoint up to two representatives (the Representatives) to attend a General Meeting of the Association.
- 4.10 A company or party shall not be admitted as a Member unless and until it has accepted the terms and conditions (“the Terms and Conditions”) for the supply of services to the Association and shall only continue as a Member for so long as it continues to accept such terms and conditions.
- 4.11 The Committee may at its discretion appoint honorary members of the association. The role and duration of the honorary award, will be set out by the Committee. Honorary members are entitled to all of the facilities offered by the Association.

5. Invitees and Visitors

Any individual may attend a General Meeting of the Association at the invitation of the Chairman or with the approval of the General Meeting or the Committee, as the case may be.

6. General Meetings

- 6.1 The Association will meet at least twice a year in each Financial Year unless the Association otherwise agrees.
- 6.2 Other meetings may be arranged with the agreement of the Members.
- 6.3 Notice of the business to be conducted at a General Meeting shall be given to Members not less than fourteen days prior to the date of the meeting, unless a General Meeting calls for the passing of a special resolution where at least fifteen days’ notice shall be given prior to the day of the meeting. Failure to receive notice properly given shall not invalidate the consideration of the business to which the notice relates.
- 6.4 Each Member has one vote at a General Meeting. Where a Member has two Representatives then the Member shall determine which Representative may cast its vote and notify the Secretary accordingly.
- 6.5 Unless otherwise stated, a motion will be carried by a simple majority (i.e. more than 50% of those Members who are represented at that meeting and who are entitled to Vote). The Chairman or Vice Chairman(s) will not be entitled to exercise a vote, however they may still vote in their capacity as a Member (where this applies).
- 6.6 Voting will be on a show of hands unless the Association otherwise decides.
- 6.7 If a Member does not have a Representative in attendance, a written proxy vote may be lodged by that Member with the Secretary at least two working days prior to the meeting.

6.8 For a General Meeting to be quorate at least 60% of the Full Members must have a Representative present in person.

7. Committee Meeting

7.1 For all Committee meetings to be quorate at least 3 Committee Members and/or the nominated Alternate must have a Representative present in person or on the phone.

7.2 If a quorum is not present at the time for the holding of a meeting or at any time during the meeting, normal business shall stand, however, only recommendations will be made on decisions until a suitable ex-committee meeting can take place.

7.3 The Secretariat should arrange the ex-committee teleconference meeting for no later than 15 working days after the non-quorum meeting or on a date otherwise agreed with the Committee Members that are due to attend.

8. Powers of General Meeting

8.1 The General Meeting shall have the power, to the exclusion of the Committee, to decide all or any of the following:

8.1.1 to approve the appointment of the Chairman;

8.1.2 to approve the appointment of the Vice Chairman(s)

8.1.3 to approve the appointment of the Committee;

8.1.4 to adopt any recommendation regarding the continued or future appointment of Consultancy Services (referred to in Clause 10);

8.1.5 to approve the budget (including secretarial costs) forecast for the succeeding financial year;

8.1.6 to present and approve the audited accounts for the previous financial year:

8.1.7 to approve any change to the Constitution of the Association.

8.2 A General Meeting shall have the power to approve any variation to the secretarial and administrative duties of the Secretary and to approve or endorse any expenditure which is not included in, or is in excess of, any amount in the budget approved by the General Meeting.

- 8.3 Any motion to change the Constitution of the Association will only be carried by a General Meeting if approved by a majority of not less than 75% of the votes eligible to be cast by the Members of the Association on the date the vote is taken.
- 8.4 Any motion to amend the constitution of the Association must be submitted in writing to the Secretary not less than 14 days prior to the General Meeting at which the proposal is to be considered. The Secretary will circulate the proposal to all Members not more than 7 days thereafter.

9. Chairman and Vice Chairman(s)

- 9.1 A Chairman and Vice Chairman(s) for the Association will be appointed at a General Meeting for a term of one year.
- 9.2 Not more than one Chairman and not more than two Vice Chairmen may be in position at any one time.
- 9.3 The Chairman will (unless unavailable) chair General Meetings of the Association and meetings of the Committee, and have specific responsibility for the development and implementation of the Association's Business Plan and Strategy. The Vice Chairman(s) will assume the duties and responsibilities of the Chairman where the Chairman is either unavailable (and/or absent) to carry out such duties and responsibilities.
- 9.4 Where neither the Chairman nor Vice Chairman(s) are available at a General Meeting, those present at a General Meeting shall select from amongst them a Chairman for that meeting.

10. Election of the Chairman and Vice Chairman(s)

- 10.1 The Committee shall decide each year prior to undertaking of notices in accordance with Clause 6, not less than 60 days before the date fixed for the General Meeting at which the annual appointment of Officers is undertaken, whether it requires an independent Chairman to be appointed under the terms of its service agreement with its service provider.
- 10.2 In the event that the Committee decides to appoint an independent Chairman in accordance with Clause 10.1, the Chairman shall be appointed to that position for a period of 12 months with effect from the date of the next General Meeting. No nomination will be required for the position of Chairman for that period.
- 10.3 In the event that the Committee decides not to appoint an independent Chairman, the appointment of a Chairman shall be subject to the nomination and voting arrangements in accordance with Clauses 10.4 to 10.7.

- 10.4 Any Representative of a Full Member or such third party as a General Meeting shall agree, may be nominated for the position of Chairman or Vice Chairman(s) or such other person as agreed by Members. Nominations must be received by the Secretary not less than 28 days before the date fixed for the General Meeting.
- 10.5 The Secretary will forward the details of the nominations to the Members not less than 14 days prior to the General Meeting.
- 10.6 If no nominations are received and the Chairman is willing to remain in office then the Chairman shall be reappointed.
- 10.7 If no nominations are received and the Vice Chairman(s) is/are willing to remain in office then the Vice Chairman(s) shall be reappointed.

11. Consultancy Services

- 11.1 The Committee may agree the provision of Consultancy Services in support of the Association's aims, objectives and strategy, including but not limited to the provision of a Chairman.

12. Chairman's Responsibilities

- 12.1 The Chairman will represent the Association on all committees and at all meetings as directed by the Committee. The Chairman will act at all times in the Members collective best interests.
- 12.2 The Chairman will liaise with the Committee, the Secretary and the Members as appropriate.
- 12.3 The Chairman will prepare and send a report of any appropriate meeting which they have attended on behalf of the Association to all the Members within two working days. The Chairman will support the Committee in ensuring that adequate reporting is carried out.
- 12.4 The Chairman will keep the issues affecting the Members under review generally.
- 12.5 The Chairman will seek the advice of all the Members on any issue of particular significance to them.
- 12.6 The Chairman shall ensure that the Association's Strategy is maintained and that the Association's Forward Work Plan is aligned with that Strategy.

13. Secretariat Services

- 13.1 The Secretariat shall carry out duties as specified in the Schedule to the terms and conditions for the supply of services to the Association, which includes secretarial and administrative duties, and other work as agreed from time to time by the Committee.

14. The Committee

- 14.1 Subject to the powers of a General Meeting, the activities of the Association will be conducted by the Committee and which will undertake such activities as are from time to time determined by the General Meeting or which are, in the opinion of the Committee, necessary as being in the interests of the Members.
- 14.2 The Committee will seek to work on a consensus basis and if there is no consensus on a particular issue then the matter may be referred to the Members either at a General Meeting or they shall be consulted by email and/or telephone.
- 14.3 The Committee will consist of: -
- 14.3.1 The Chairman or Vice Chairman(s);
 - 14.3.2 At least two Representatives of Full Members elected by the Full Members at a General Meeting but no more than eight Full Members;
 - 14.3.3 A Representative of Associate members elected by the Associate Members at a General Meeting; and
 - 14.3.4 The Secretary.
- 14.4 The Chairman or Vice Chairman(s) shall chair meetings of the Committee and be responsible for ensuring that the functions of the Committee are discharged.
- 14.5 In the event that the Chairman is absent from any meeting of the Committee, then a Vice Chairman shall assume the role of Chairman for that meeting. Where there is more than one Vice Chairman present, then the Committee shall agree by simple majority which Vice Chairman should assume the role of Chairman for that meeting.
- 14.6 The period of office of the Representative elected to the Committee will be one year (but the Representative will be eligible for re-election) unless terminated by the Members in General Meeting and the appointment will be personal in nature and not as a representative of the Member by which he is employed.
- 14.7 The Committee will meet at such times as it may deem necessary.

- 14.8 The Committee shall have the right to co-opt members on an ad hoc basis for any purpose and to set up any ad hoc working groups or task forces which it sees fit and which will report to it. Any costs incurred that exceed the Budget approved at the General Meeting for that financial year shall be endorsed by the Full Members and Associate Members.
- 14.9 The Committee will be responsible for overseeing the administration of the Association.
- 14.10 The Committee shall be responsible for;
- 14.10.1 setting meeting dates of General Meetings, meetings of the Committee, and meetings of the Forum;
 - 14.10.2 agreeing the agenda for all meetings;
 - 14.10.3 clarifying the position prior to a Meeting if there are no nominations for Chairman and Vice Chairman(s) and the existing Chairman and/or Vice Chairman(s) does not wish to stand again;
 - 14.10.4 approving the admission of new Members;
 - 14.10.5 carrying out the responsibilities and duties of the Association as set out under this Constitution; and
 - 14.10.6 carrying out the financial responsibilities for the Association, including the drafting of budgets, review of financial performance, and disbursement of funds to carry out the Association's business.

15. Election of the Committee

- 15.1 The Committee shall consist of a maximum of eight Members.
- 15.2 Committee Members are elected annually at a General Meeting by securing the most votes.
- 15.3 Candidates for election to the Committee may put themselves forward for selection, by notification to the Secretariat at least 21 days prior to the General Meeting.
- 15.4 In the election of Committee Members, each Member shall have as many votes as there are Committee Members, but may not cast more than one vote for any one candidate.
- 15.5 Those Committee Member candidates securing the most votes shall be appointed to the Committee for a period of one year.

- 15.6 If the number of Committee Member candidates is less than or equal to the number of Committee Member seats, then those candidates shall be appointed as Committee Members.
- 15.7 In the event that two or more Committee Member candidates receive the same number of votes and there being insufficient Committee Member seats, the Secretariat shall convene a second vote.
- 15.8 In the event that a second vote results in two or more Committee Member candidates receiving the same number votes and there being insufficient Committee Member seats, the Chair shall have the casting vote.
- 15.9 Once elected all Committee members must appoint a named Alternate who will remain the official Alternate in the event the Committee member cannot attend a Committee meeting either in person or via teleconference. The Alternate will be asked to fulfil the role of Committee member pursuant to clause 14.10.

16. The Forum

- 16.1 Any Member may attend the Forum, subject to 5 Working Days prior notice to the Secretariat before the Forum is due to convene.
- 16.2 The Forum will:
 - 16.2.1 discuss matters relating to the Revenue Protection Services (“RPS”) to the extent that those matters are of common interest to its Members, with a view to the representation of their collective interests relating to RPS on such consultative and other relevant bodies as may be agreed by the Members from time to time in a Formal Work Programme supporting the Association’s Strategy;
 - 16.2.2 provide input to the development of the Formal Work Programme in support of the Association’s Strategy;
 - 16.2.3 provide input to the development of the Association’s Strategy; and
 - 16.2.4 make recommendations to the Committee on the work requirements to assist the Committee in the development and execution of the Formal Work Programme of the Association.

17. Fees

- 17.1 The Association will be run as a non-profit making organisation. Monies will be transferred from year to year and the fees set in any year to reflect any under or over expenditure in a previous year.

17.2 The Members will pay the fees to the Association according to the criteria agreed by the Members in General Meeting from time to time.

18. Termination

18.1 Any Member may terminate its membership of the Association by giving not less than 6 months' notice in writing to the Secretary expiring on 31 March in any year.

18.2 A Member which terminates its membership of the Association shall not be entitled to any rebate of fees or other payments which it has made to the Association prior to the date on which its notice of termination takes effect and the Member shall continue to pay and be liable to pay its share of any expenditure incurred by or on behalf of the Association during the period in which it was a Member.

18.3 Termination of membership by a Member will not affect any accrued right, remedy, obligation or liability of that Member which subsists as at the date of termination of its membership.