



1980 – 2020

# CONSTITUTION OF THE WATER JETTING ASSOCIATION





**The Water Jetting Association (WJA) is a not-for-profit trade association representing contractors, manufacturers, hirers and other organisations that have a professional and commercial interest in all aspects of high-pressure water jetting.**

# CONSTITUTION OF THE WATER JETTING ASSOCIATION

(Adopted 2010)



## 1. Name:

The Water Jetting Association ("the Association").

## 2. Preamble and Definitions:

**2.1** The Association has been in operation as an unincorporated not-for-profit organisation since 1980 and was originally known as The Association of High Pressure Water Jetting Contractors. Its constitution has been significantly updated, in 1996 and 2010. This version, published in February 2021, includes further minor amends.

**2.2** In this constitution (and in the Bye-laws) the expressions set out below shall have the meanings set out opposite them:

**"the Association"** means The Water Jetting Association.

**"Bye-laws"** means a bye-law of the Association made by the Association from time to time. A copy of the bye-laws current at the date of this constitution is attached for reference ("Bye-laws" shall be construed accordingly).

**"Code of Practice"** means written standards and procedures applicable to the Industry incorporating methods of best practice with particular reference to health and safety issues (and "Codes of Practice" shall be construed accordingly).

**"the Council"** means the Council of Members operating as the governing body of the Association.

**"Director"** means the Member to whom the day to day management of the Association has been delegated by the Council.

**"Firm"** means a business organisation (including sole traders, partnerships and limited or other companies) active within the Industry.

**"the HSE"** means the Health and Safety Executive (incorporating the Health and Safety Commission) operating under the sponsorship of the Department for Work and Pensions or any successor authority fulfilling the same functions from time to time.

**"the Industry"** means all water jetting carried out on a commercial basis encompassing manufacturers contractors and hirers and all others producing providing or operating water jetting equipment or related services.

**"Ownership"** shall be items of plant equipment under the members or applicants control.

**"Member"** means a Member of the Association admitted to membership in accordance with the provisions of this constitution (or prior to the date hereof in accordance with the provisions of the previous constitution).

**"President"** means the Member appointed by the Association to act as its Chairman and the figurehead of the Association.

**"Vice-President"** means the Member appointed by the Association to act in such capacity to assist and substitute for the President when required.



### **3. Objects and Powers:**

#### **3.1 The Association is established for the following objects:**

##### **3.1.1 The primary object of the Association is to raise and maintain safety standards within the Industry by:**

**3.1.1.1** Developing updating and promoting Codes of Practice applicable to different sectors of the Industry;

**3.1.1.2** Facilitating training courses and means of accreditation and certification for those working within the Industry;

**3.1.1.3** Producing and selling or otherwise distributing a range of publications by various media for promoting safety awareness within the Industry and by the public, including safety notices signs and posters, medical cards and advice notes, and training instructors manuals, and

**3.1.1.4** Such other means as the Council may from time to time consider appropriate.

##### **3.1.2 The secondary objects of the Association are:**

**3.1.2.1** To act as a trade association providing a range of services and benefits to its Members in relation to both business and legal issues affecting the Industry, including the operation of a helpline.

**3.1.2.2** To present and promote the interests of the Members within the Industry;

**3.1.2.3** To provide support oppose or influence any proposed or contemplated legislation orders regulations or other matters which may affect or appear likely to affect the interests of the Industry;

**3.1.2.4** To encourage all those working within the Industry to become Members and to adopt the Codes of Practice promoted by the Association.

**3.1.2.5** To liaise with other industry groups within the UK and Overseas which have a relationship with the industry with the common aim of promoting best practice.

#### **3.2 In furtherance of such objects but not otherwise the Association may:**

**3.2.1** Employ and pay any person or persons to supervise, organise and carry on the work of the Association and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;

**3.2.2** Bring together in conference representatives of the Industry, the HSE and other Government, statutory authorities and other organisations and individuals interested in the work of the Association;

**3.2.3** Promote and carry out or assist in promoting and carrying out research, surveys and investigations and publish the useful results thereof for the benefit of the Industry and the public;

**3.2.4** Arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;

**3.2.5** Collect and disseminate information on all matters affecting such objects and exchange such information with other bodies having similar objects whether in this country or overseas;

**3.2.6** Undertake, execute, manage or assist any charitable trusts which may lawfully be undertaken, executed, managed or assisted by the Association;

**3.2.7** Raise funds and invite and receive contributions from any person or persons whatsoever by way of subscriptions and otherwise;

- 3.2.8** Carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Association or is ancillary or incidental to the carrying out of the objects;
- 3.2.9** Cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, such papers, books periodicals, pamphlets or other documents or films or recorded tapes (whether audio or visual or both) as shall further the said objects;
- 3.2.10** Purchase, take on lease or in exchange, hire or otherwise acquire any property and any rights and privileges necessary for the promotion of such objects and construct, maintain and alter any buildings or erections necessary for the work of the Association;
- 3.2.11** Make regulations for any property which may be so acquired;
- 3.2.12** Subject to such consents as may be required by law, sell, lease or otherwise dispose of all or any of the property or assets of the Association;
- 3.2.13** Accept gifts and borrow or raise money for such objects on such terms and on such security as shall be thought fit;
- 3.2.14** Subject to such consents as may be required by law, borrow or raise money for the said objects and accept gifts on such terms and on such security as shall be deemed to be necessary;
- 3.2.15** Invest the money of the Association not immediately required for the said objects in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law;
- 3.2.16** Do all such other lawful things as are necessary for the attainment of such objects;

#### **4. Not for Profit:**

- 4.1** The Association shall not trade for profit. Any surplus funds generated from its activities shall be applied as follows in such proportion and in such manner as the Council shall decide from time to time;
  - 4.1.1** With regard to any funds arising from the exempt supply of education research or vocational training, solely to the continuation or improvement of such supplies.
  - 4.1.2** To payment in good faith to any Member (whether or not an Officer of the Association) in return for services rendered of a reasonable amount of remuneration and the repayment of expenses reasonably incurred including in the case of any Member of the Council suitable indemnity insurance in respect of any liability incurred through acting in such capacity (except for any claim arising from an act or omission known to be a breach of trust or breach of duty).
  - 4.1.3** To a general reserve for the continuation and development of the Association
- 4.2** Save as authorised in 4.1.2 the Association shall not distribute any profit which it makes to any of its members.

## **5. Membership:**

- 5.1** Full Membership of the Association shall be available in accordance with qualifying criteria to be determined by the Association from time to time. Full Membership details current at the date of this Constitution are set out in Rule 1 of the Bye-laws and categories of full Membership are set out in the Schedule to the Bye-laws. The Association may from time to time amend full Membership requirements and categories and designate new categories.
- 5.2** Affiliate Membership will also be available and the current details of this are set out in Rule 3 of the Bye-laws.

## **6. Officers of the Association:**

- 6.1** The Officers of the Association shall be the President, the Vice-President, the Director and any other Officers which the Association may consider it desirable to designate from time to time.
- 6.2** The President and the Vice-President shall be elected by the Association annually in general meeting. The President shall be eligible for re-election each year. The trustees of the Association to hold any property on behalf of the Association shall be not less than 2 in number and shall be appointed by the Council from among its members (with such persons consent) and may (but need not) include the President, the Vice-President or the Director.
- 6.3** The Director shall be appointed by the Association to deal with the day to day administration and management of the Association and shall be employed by the Association under a service contract for such period and on such terms and conditions as the Association may agree. The powers of the Director do not extend to committing the Association to leases, commencing legal action or incurring financial commitments or investments above £3,000 in value without first obtaining approval from the Council.
- 6.4** The other Officers of the Association shall be appointed by the Council with such powers and duties and under such conditions as the Council may think fit.

## **7. The Council:**

The Council shall be responsible for the conduct of the business of the Association between General Meetings and shall have the powers duties and authorities assigned to it by the Constitution and the Bye-laws and any addition alteration or variation thereof. The Members of the Council shall be appointed and hold office in accordance with the provisions set out in Rule 6 of the Bye-laws.

## **8. Committees:**

- 8.1** The Council may appoint Committees, but not necessarily from among their own number, for managing any of the affairs of the Association and may delegate to any Committee any of the powers duties authorities and discretions vested in the Council and may authorise the members of any Committee or any of them to fill vacancies and to act notwithstanding vacancies.
- 8.2** All Committees may subject to the terms of the delegation from the Council from time to time make rules for regulating their proceedings, subject to the approval of the Council. Reports of findings of all such Committees shall be submitted to the Council.
- 8.3** Committees shall include but are not limited to a Technical Committee to consider technical matters affecting the Industry and the development and updating of the Codes of Practice and a Finance Committee to consider the finances of the Association and the preparation of accounts in accordance with Rule 8 of the Bye-laws.
- 8.3** Each Committee shall appoint a Chairman of any meetings or procedures of the Committee and shall cause written minutes to be made of all business transacted and decisions made at such meetings.

## **9. Meetings of the Association:**

- 9.1** The general business of the Association shall be conducted at General Meetings by its Members in accordance with the provisions set out in Rule 5 of the Bye-laws.
- 9.2** The President or other Chairman of any general meetings shall cause written minutes to be made of all business transacted at and decisions made by the Association at such meetings.

## **10. Indemnities:**

Every Officer of the Association and Member of the Council and of any Committees shall be indemnified by the Association against all costs losses and expenses which such person may incur or become liable to pay or incur by reason of any act or thing done or omitted to be done by him or her in such capacity or in any way in the discharge of his or her duties.

## **11. Confidentiality:**

All information whether oral or written concerning any matters arising out of the business of the Association shall be deemed at all times to have been communicated in strict confidence and shall be treated accordingly by Members and Officers whether or not any such Member or Officer remains a Member or Officer of the Association. This shall not apply to any information which the Association intends to be for publication to the public.

## **12. Bye-laws:**

The Association shall make Bye-laws for the furtherance of the objectives of the Association in accordance with this Constitution and the Bye-laws attached which shall unless and until added to amend or varied in accordance with the provisions herein contained be the Bye-laws of the Association.

## **13. Interpretation of Constitution and Bye-laws:**

If any differences shall arise as to the intention or meaning of the Constitution or Bye-laws of the Association the decision of the Council or a majority of them present and voting shall be final and binding on all Members subject to an appeal to a Special General Meeting of the Association. No action suit or other proceedings shall be taken by any Member against any other Member or Members Officers or the Council or any Member thereof in respect of any matter arising out of the working of the Association.

## **14. Alterations to Constitution and Bye-laws:**

- 14.1** Any addition to or alteration or variation to the Constitution may be made by resolution passed by not less than two thirds of those present and voting at a General Meeting of the Association specially convened for the purpose and of which 28 days notice signed by an Officer of the Association together with a copy of the particulars of the proposed addition, alteration or variation shall have been sent to each Member but not otherwise.
- 14.2** Any addition to or alteration or variation to the Bye-laws may be made by a decision of the Council provided that 7 days notice together with a copy of the particulars of the proposed addition, alteration or variation shall have been sent to each Member.

## **15. Dissolution:**

The Association shall be dissolved on the passing of a resolution for that purpose at a Special General Meeting of the Members to be called for that purpose and for which 7 days notice to propose such resolution has been given. Upon dissolution all monies of the Association as remain after discharging all just liabilities of the Association shall be distributed or used as the Special General Meeting shall decide.

# BYE-LAWS OF THE ASSOCIATION

## 1. Admission of Members:

No firm shall become a Member of the Association unless and until it shall have completed and submitted an Application for Membership on such form as the Council may from time to time prescribe for that purpose.

Different categories of Membership are available and the current requirements for each category are set out in Appendix: 1 to these Bye-laws.

No firm shall become a member of the Association unless and until it shall have signified its Agreement to be bound by the Constitution, Bye-laws and the Disciplinary Rules of the Association.

The Director must prepare a Membership Conformity Statement to present to the Council which states if the applicant complies with the necessary entry criteria.

The approval or otherwise by the Council of any application for membership shall be at the discretion of the Council which may from time to time lay down qualifying conditions with which applicants comply.

The Council shall determine by a majority of those present and voting at a meeting of the Council whether an application for admission to membership shall be accepted.

## 2. Register of Members:

The Association shall keep a Register of Members in which shall be recorded the name and address of every member together with such other particulars as the Association may require.

## 3. Types of Membership:

- 3.1** Membership is available to all firms who meet the qualifying criteria and have been approved by the Ruling Council. Membership categories are defined in the Current Membership Criteria Checklist (See Appendix: 1). Affiliates are not classed as members within the WJA.
- 3.2** Partly owned subsidiaries, sister companies within a group or franchised operating companies (i.e. Franchisees) must each apply for and become members if they wish to be known as Members of the Association.
- 3.3** Applicants must meet the appropriate criteria as laid down in the Current Membership Criteria category (see Appendix: 1).
- 3.4** If an existing member transferring categories as defined in the Current Membership Criteria Checklist (see Appendix: 1 ), shall apply to the Director in writing for review and voting by the Ruling Council, stating the reason for the membership category change. Members must inform the WJA of any changes in their operational sphere and Membership Category (see Appendix: 1) and are required to put this in writing to the WJA Director. Failure to do so may result in instant withdrawal of membership of the WJA. The application will then be voted on by the Ruling Council.
- 3.5** Affiliates – firms, corporations, franchisers or companies who operate a significant business concerned with High Pressure Water Jetting but who are not contractors, Manufacturers, Hirers, International and Associate Members as defined above, may apply to become affiliated to the WJA , Affiliates are not members of the WJA.



**These include but are not limited to:**

- Clients
- Technical Journals, Consultants and /or Architects
- Research Organisations or Health and Safety Executive Franchisers
- Other UK and Overseas Associations and/or Federations
- Or any other firm, business or organisation that does not fit into any WJA Membership category as detailed in Appendix: 1.

#### **4. Cessation of Membership:**

- 4.1** Any member on giving up the business of High Pressure Water Jetting or at the expiry of six months after the date of notice in writing of the intention to withdraw from membership shall unless in the case of notice be withdrawn, cease to be a Member of the Association.
- 4.2** If any member shall be declared bankrupt or be placed in liquidation or goes into administration either voluntarily or by the court or if a Receiver is appointed or if any member shall commit a breach of any of the provisions of this Constitution or Bye Laws such member shall ipso facto cease to be a member.
- 4.3** Any member failing or refusing to comply with or conform to the Constitution, Bye Laws or Disciplinary Rules of the WJA may be subject to sanctions as determined by the Ruling Council or in accordance with the Disciplinary Procedure (see Appendix: 2).
- 4.4** Membership of the WJA may be cancelled if a membership fees or money owed to the WJA is not paid within 90days of date on the invoice.
- 4.5** That upon cessation of membership, for whatever reason, such a firm shall:
- Loss all rights of membership, including that of use of the WJA Logo(including either any current, past or future logos).
  - Must immediately remove the WJA Logo from all forms of literature,letterheads, correspondence, advertisements, vehicles, plant, and signs etc. Including anything belonging to or used by the company in the promotion of that company. Failure to do so will result in the WJA reserving the right to take whatever course of action the Ruling Council may decide upon, including resorting to legal action.
  - Not thereafter be entitled to any interest in or claim on the funds of the WJA.
  - To fulfil any obligation and/or liability of such members and the liability to pay subscriptions levies or such other monies due to the WJA but not paid shall continue to subsist until discharged notwithstanding such cessation of or expulsion from membership from any cause. Any assignee of a member whether as Receiver, for or on behalf of Debenture holders of a Company or as a Liquidator of a Company or any other person claiming in any capacity in respect of any member shall have no better claim to any benefit which may be assigned to him that the defaulting member himself would have if he had made no such assignment.
- 4.6** Every member of the WJA shall be bound:
- To pay the WJA such entrance fee and such annual subscription and/or levy and /or other payment (if any) as shall from time to time be determined by the Ruling Council in the manner and at such times as may be laid down in the Bye-laws or as determined by Ruling Council Meeting.
  - To observe the provisions of the Constitution, Bye-laws and the Disciplinary Rules of the WJA for the time being ion force.

- 4.7** Any member company that brings a legal action against the WJA, without going through the procedures of the WJA may have their membership removed by a voting decision of the Ruling Council, furthermore if the WJA due process has been adhered to, then the member must take the decision as final and not take legal action as such legal action may cause cessation of the membership.

## **5. Complaints and Investigation Procedures:**

- 5.1** The Ruling Council shall maintain and follow procedures for receiving and investigating complaints about its members.
- 5.2** The current Complaints and Investigation Procedures which have been adopted by the Ruling Council for this purpose are attached. (Appendix: 2)

## **6. Disciplinary Rules and Procedures:**

- 6.1** The Ruling Council shall maintain Disciplinary Rules for the conduct of its members and shall maintain and follow Disciplinary Procedures for ensuring that its members comply with the Disciplinary Rules (see Appendix: 2).
- 6.2** The Current Disciplinary Rules and Disciplinary Procedures which have been adopted by the Ruling Council for this purpose are attached (see Appendix: 2).

## **7. General Meetings:**

- 7.1** Annual General Meetings of which at least fourteen days' notice shall be given being held at least once in each calendar year or otherwise as may be decided by the Ruling Council.
- 7.2** Special General Meeting's shall be summoned on the instructions of the President or on receipt of a written request from ten (10) member companies of the WJA. If up to twenty eight days there shall be a failure to summon a Special General Meeting when so requested as aforesaid the firms making a request may summon the meeting giving no less than fourteen days' notice in writing to all members, such notice to state the nature of the business to be considered and the case of the abnormal summons.
- 7.3** Special General Meetings otherwise than for the purpose of alteration to the Constitution shall be summoned by giving fourteen (14) clear day' notice stating the general nature of the business to be considered; provided always that if in the opinion of the President a matter requires urgent attention he may summon a Special General Meeting by not less than three (3) days' notice. Notice may be given by email, sending through the post by special delivery to the addressees as stated in the WJA Register of Members.
- 7.4** The President shall preside at every General Meeting of the WJA at which he shall be present. Failing the President, the Vice President shall preside or if both are absent the members present will elect a Chairman of the meeting and proceed with the business.
- 7.5** A quorum at General Meetings shall be one-tenth of the total members entitled to vote to be present. If a quorum is not achieved within one (1) hour of the designated start time of the meeting, the meeting shall be adjourned to a later date.
- 7.6** All questions at General Meetings shall accept as otherwise expressly provided by this Constitution and Bye Laws be ordered and settled as a majority of the member's present and voting shall determine. In cases of equality the President of the WJA shall have the casting vote as well as a deliberate vote. If any other person be in the chair such person shall in such case have a casting vote in addition to his vote as a member.
- 7.7** Each Member present at any meeting shall have one vote, voting will be by secret ballot if required by the Ruling Council or Chair-person.

- 7.8** The President may and on the requisition of ten (10) Members shall adjourn a General Meeting to a date not later than twenty-eight (28) days after the said meeting to allow for a pole vote. If such a pole vote is decided upon each Member shall be entitled to cast a vote in accordance to those laid down in Section: 7
- 7.9** All Members shall be entitled to appoint one (1) duly authorised person being a Director, Partner or Senior Executive of the firm to vote at any General Meeting of the WJA and in accordance to Section: 7

## **8. The Council:**

- 8.1** The elected Member Company holds the position on the Ruling Council, and is represented by a nominated person of Director, Partner or Senior Executive level status.
- 8.2** Nominated persons leaving the elected Member Company's employ must resign their position on the Ruling Council with immediate effect.
- 8.3** The Ruling Council shall consist of the President, and the Director (both ex officio) and such other members being of Director, Partner or Senior Executive level in member firms not exceeding an additional fourteen (14) members, being a mixture of categories as appropriate at the General Meeting and shall be eligible for re-election. Ruling Council members must attend four (4) Ruling Council meetings per annum to be eligible for re-election en bloc.
- 8.4** Each elected member of the Ruling Council shall nominate an alternate to attend in their place at any meetings of the Ruling Council which such elected member is unable to attend and such alternate shall have all the powers and responsibilities of such elected member of the Ruling Council.
- 8.5** The Ruling Council shall have the power to co-opt annually not more than four (4) additional members who shall retire at the next Annual General Meeting of the WJA following their appointment, co-opted Ruling Council members will not have any voting rights at Ruling Council Meetings.
- 8.6** If a vacancy on the Ruling Council exists then any Committee member can apply for election to the Ruling Council. To be eligible to apply for election the member must have a proposer and seconder and have served for at least two (2) years on a recognised WJA Committee. To apply they must submit their Curriculum Vitae (CV) with a covering letter stating their knowledge, skill and benefit they will bring to the Ruling Council. The letter or email must be sent to the WJA Director prior to the March Ruling Council meeting which must be then voted on by a majority of Ruling Council members as to the suitability of candidates to allow nominations to go forward to the Annual General Meeting.
- 8.7** Elections to the Ruling Council will take place at the Annual General Meeting.
- 8.8** Any member of the Ruling Council whose firm ceases to be a member of the WJA or of whose representation of his firm is determined shall cease to be a member of the Ruling Council with immediate effect.
- 8.9** Members of the Ruling Council shall be subject to the Disciplinary Rules, and any member of the Ruling Council whose firm is suspended from membership of the WJA in accordance with the Disciplinary Procedures shall cease to be a member of the Ruling Council while that suspension is in effect.
- 8.10** The President of the WJA shall be the Chairman of the Ruling Council and shall preside over the meetings of the Ruling Council. The President shall be an ex-officio member of and unless otherwise provided under the Bye Laws or as decided by the Ruling Council shall preside over all Committees appointed by the Ruling Council

- 8.11** The Ruling Council shall meet as required and control and direct its proceedings as may be provide by regulations to be adopted by it from time to time and may act notwithstanding any vacancy that may have occurred.
- 8.12** The quorum for a meeting of the Ruling Council shall be five (5) members including at least either the President or Director.
- 8.13** All decisions of the Ruling Council shall be according to the majority of voters of the members thereof present and voting at any meeting shall be one (1) member one (1) vote. The Chairman shall have a casting as well as a deliberate vote.
- 8.14** Any Casual vacancy on the Ruling Council may be filled by the Ruling Council and the person so appointed shall retire at the next Annual General Meeting of the WJA but shall be eligible for re-election.
- 8.15** A member of the Ruling Council must declare the nature and extent of any interest direct or indirect which they or their firm has in any matter or business to be considered by the Ruling Council. They must absent themselves from any discussions and shall not be entitled to vote on any such matter or business where there may otherwise be a conflict between the interests of the WJA and any personal interest of the Ruling Council member or his firm (including but not limited to any personal financial interest).

## **9. Notices:**

- 9.1** All notices which are required or authorised to be sent to members by this Constitution and Bye Laws may be sent by e-mail or post, and if sent by post may be addressed to any address for the member entered into the WJA's Register of Members or the list of Members for the time being in use at the principal office of the WJA.
- 9.2** Where such notice is given by post, it shall be deemed to have been given by the time at which the letter containing it would be delivered in the ordinary course of post and in providing such notice it shall be sufficient to prove that the notice was properly addressed and posted.
- 9.3** No notice shall be required to be given to any Member if in the Register or List referred to above the Member has no current address in the United Kingdom.
- 9.4** A notice required or authorised by this Constitution must be in writing and may be validly given in electronic form by e-mail and any notice which is required to be signed by an officer of the WJA may be validly signed by electronic signature.
- 9.5** In the case of a notice sent electronically by e-mail it may be validly served by sending to the e-mail address for the Member shown in the WJA Register of Members or the List of Members for the time being in use at the principal office of the WJA.
- 9.6** An e-mail sent with a request for a delivery receipt or a read receipt shall be deemed to have been given when such receipt is received by the sender in the absence of evidence to the contrary but an automated response to an e-mail that the intended recipient is out of their office is to be treated as proof that the notice was not received.
- 9.7** Subject to the above provisions a notice is given and a document is delivered when it is received.



## 10. Finance:

### 10.1 Members and Affiliates shall pay:

- Members shall pay an administration fee determined by the Ruling Council (see Appendix: 1) to be submitted with the application forms for membership which shall not be refundable, whatever the outcome of the request for membership.
- In the case of all membership categories an Independent Operational Review may be required and appropriate expenses will be charged.
- All Members shall pay an annual subscription fee which shall be paid annually in advance prior to the issue of any certificates and that on payment of this fee, it shall only qualify that the firm, company etc. will be Members for twelve (12) Months only. Failure to pay the fee within 90 days, will automatically exclude the firm as a member of the WJA, for avoidance of doubt the firm will not be allowed to attend meetings, cast any votes, or call themselves members. They must immediately remove all WJA wording and logos from any letterheads, literature or brochures they hold or issue.
- Affiliates shall pay such annual membership fee, if any, which shall from time to time be proposed by the Ruling Council. For details of fees see Appendix: 1.
- All members shall pay other revenue for running operations of the WJA raised by levies or otherwise as shall be determined by the Ruling Council.
- The Director shall see that proper accounts of all money transactions are kept. The accounts shall be compiled and prepared annually by the holder of a recognised accountancy qualification, namely a Chartered Accountant or a Chartered Certified Accountant holding a current practicing certificate appointed annually by the WJA. An audit shall not be required unless it is requested in advance before the WJA's Financial Year End by more than 20% of the Members voting in a General Meeting. The accounts must be presented and / or be available at the Annual General Meeting.
- All monies received by the WJA shall be placed to an account or accounts with an approved Bank or Banks in the name of the trustees of the WJA. All the payments from these accounts shall be made by cheque or other order signed by any two (2) Trustees for the WJA or by such person or persons as the Trustees for the WJA may from time to time in writing authorise to sign such cheque or order. All monies placed on the credit of such accounts may be expended for the purpose of meeting the expenses of the WJA and for such other purposes as the Ruling Council may decide. Any balances from time to time may be invested by the direction of the Ruling Council and in addition to the statutory power of investment the Ruling Council may direct investment in or upon such investment as to them may see fit.

# APPENDIX: 1

## - SCHEDULE MEMBERSHIP CRITERIA CHECKLIST:

THE WATER JETTING ASSOCIATION										
MEMBERSHIP CRITERIA 2020 - CHECK LIST										✓ = Denotes on
Membership Category:	C1	C1P	C2	C2P	C3		C4	C5	C6	Non Members
Description:	Contractor	Provisional	Drain & Sewer	Provisional	Manufacturer	Hire	Associate	International	Pressure Wash	Affiliate
Company Registration Number:	✓	✓	✓	✓	✓	✓	✓	If Applicable	✓	If Applicable
VAT Number:	✓	✓	✓	✓	✓	✓	✓	If Applicable	If Applicable	If Applicable
Address / Contact Details:	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Directors Names:	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Equipment:	2 x Jetting Units Combined HP 200 - Lowest pressure 4000psi (Owned,	Provisional Membership maybe granted to applicants unable to satisfy C1 Membership Criteria in full	2 x Jetting Units or 1 x Jetting Unit + 1 x CCTV Unit	Provisional Membership maybe granted to applicants unable to satisfy C2 Membership Criteria in full	Capable of producing design drawings, operating instructions + spares & repair service	Minimum 5 x Jetting Units available for Hire- lowest pressure 2,000psi (136bar)	Not directly involved in operational water jetting but are suppliers, training providers or franchisers	N/A	1 x Pressure Washer	No direct interest in providing equipment or services to the industry Typically:
Bank Details:	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Accountant Details:	✓	✓	✓	✓	✓	✓	✓	N/A	✓	N/A
Record of Trading:	Minimum 6 Months	Minimum 6 Months	Minimum 6 Months	Minimum 6 Months	Minimum 6 Months	Minimum 6 Months	N/A	Minimum 6 Months	N/A	Minimum 6 Months
Personnel / Employee	Minimum: 5x Full Time Employees	Minimum: 5x Full Time Employees	Minimum: 4x Full Time Employees	Minimum: 4x Full Time Employees	N/A	N/A	N/A	Minimum: 5x Full Time Employees	N/A	N/A
Training Details:	✓	✓	✓	✓	N/A	N/A	N/A	If Applicable	✓	N/A
Insurance (Employer Liability)	✓	✓	✓	✓	✓	✓	N/A	✓	✓	N/A
Insurance (Public Liability)	✓	✓	✓	✓	✓	✓	✓	✓	✓	N/A
Insurance (Professional Indemnity)	✓	✓	✓	✓	✓	✓	✓	✓	N/A	N/A
Health & Safety Policy:	✓	✓	✓	✓	✓	✓	✓	✓	✓	N/A
Turnover (Total)	✓	✓	✓	✓	✓	✓	N/A	✓	N/A	N/A
Turnover (Jetting)	Minimum: £200K	Minimum: £200K	Minimum: £100K	Minimum: £100K	N/A	N/A	N/A	If Applicable	N/A	N/A
Membership Fee:	£500.00+Vat	£500.00+Vat	£300.00+Vat	£300.00+Vat	£300.00+Vat	£300.00+Vat	£200.00+Vat	£500.00	£50.00+Vat	£50.00+Vat
Administration Fee:	£50.00+Vat	£50.00+Vat	£50.00+Vat	£50.00+Vat	£50.00+Vat	£50.00+Vat	£50.00+Vat	£50.00	N/A	N/A
Form Signed:	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

# APPENDIX: 2

## DISCIPLINARY PROCEDURE:



DATED

January 2018

WATER JETTING ASSOCIATION  
MEMBERSHIP

DISCIPLINARY PROCEDURE

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#### CLAUSE

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### 1. ABOUT THIS PROCEDURE

- 1.1** The aims of this Disciplinary Procedure are to provide a framework within which the Association can work with its members to maintain satisfactory standards of conduct and to encourage improvement where necessary. The standards of conduct expected of all members are set out in the Association's Charter and Bye-Laws and the Disciplinary Rules (together called "the Rules").
- 1.2** It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give members the opportunity to respond before taking any formal action.
- 1.3** The procedure applies to all members regardless of category or length of membership.
- 1.4** This procedure is used to deal with misconduct and/or other breaches of the Rules.
- 1.5** This procedure forms part of conditions for membership of the Association and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

## 2. Minor Breaches

- 2.1 Minor breaches of the Rules can often be resolved informally between you and us. These discussions will be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your membership record but will be ignored for the purposes of any future disciplinary hearings. In cases where the Association considers an informal verbal warning or caution to be appropriate and sufficient, further action will generally not be taken. However, formal steps will be taken under this procedure if the issues in question are not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 2.2 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with a member of the Council as soon as possible.

## 3. Confidentiality

- 3.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any members involved. All members must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 3.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 3.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

## 4. Investigations

- 4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. The Council will usually appoint an Investigating Officer to carry out the investigation.
- 4.2 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 4.3 You do not normally have the right to bring any legal or other representative to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- 4.4 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

## 5. Criminal Allegations

- 5.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 5.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 5.3 A criminal investigation, charge or conviction relating to any employee of a member may be treated as a disciplinary matter if we consider that it is relevant to your membership.



## 6. Suspension

- 6.1** In some circumstances we may need to suspend you from membership. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you will not be entitled to attend or vote at any meetings of the Association, and, where applicable, the Council or any Committees of which you are a member.
- 6.2** Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations.

## 7. Notification of a Hearing

- 7.1** Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:
- (a)** a summary of relevant information gathered during the investigation;
  - (b)** a copy of any relevant documents which will be used at the disciplinary hearing; and
  - (c)** a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 7.2** We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

## 8. The right to be Accompanied

- 8.1** You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a fellow member or a legal or other representative. You must tell us who your chosen companion is, in good time before the hearing.
- 8.2** If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

## 9. Procedure at Disciplinary Hearings

- 9.1** If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- 9.2** The hearing will be chaired by The Investigating Officer or other person appointed by the Council for that purpose, and other members of the Council may also be present. You may bring a companion with you to the disciplinary hearing (see paragraph 8).
- 9.3** At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

- 9.4** You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.
- 9.5** We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 9.6** We will inform you in writing of our decision and our reasons for it, usually within two weeks of the disciplinary hearing.

## **10. Disciplinary Penalties**

- 10.1** The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all members fairly and consistently, and a penalty imposed on another member for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.
- 10.2 Specify penalties, which might include:-.**
- 10.3 Level 1 –Formal Written Warning.**
- 10.4 Level 2 – Probationary Period.**
- 10.5 Level 3 – Suspension of Membership.**
- 10.6 Level 4 - Termination of Membership.**

## **11. The Effect of a Warning**

- 11.1** Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.
- 11.2** A written warning will usually remain active for 12 months. [In exceptional cases a written warning may state that it will remain active indefinitely.] [Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period.]
- 11.3** After the active period, the warning will remain permanently on your membership file but will be disregarded in deciding the outcome of future disciplinary proceedings.

## **12. Appeals**

- 12.1** If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to Investigating Officer or other person who chaired the disciplinary hearing within one week of the date on which you were informed of the decision.
- 12.2** If you are appealing against termination of membership, the date on which this takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful your membership will be reinstated.

- 12.3** If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 12.4** We will give you written notice of the date, time and place of the appeal hearing. This will normally be at least seven days after you receive the written notice.
- 12.5** The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 12.6** Where possible, the appeal hearing will be conducted impartially by a member of the Council who has not been previously involved in the case. The Investigating Officer or the Council member who conducted the disciplinary hearing will also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 8)
- 12.7** We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 12.8** Following the appeal hearing we may:
- (a)** confirm the original decision;
  - (b)** revoke the original decision; or
  - (c)** Substitute a different penalty.
- 12.9** We will inform you in writing of our final decision as soon as possible, usually within two weeks of the appeal hearing. There will be no further right of appeal.

### **13. Costs**

- 13.1** The Association may in its absolute discretion order you to pay the costs incurred by the Association in respect of any Investigation, Disciplinary Hearing, or Appeal Hearing held under this Procedure, regardless of the outcome.
- 13.2** The Association may in its absolute discretion also order you to pay the costs incurred by the Association in respect of any monitoring or follow-up action resulting from any penalty or other sanction made against you under this Procedure, regardless of the outcome.
- 13.3** Any costs order made against you by the Association under this paragraph may be enforceable by action through the civil courts and by having agreed to membership of the Association you agree to accept responsibility for payment of such costs as a debt due from you to the Association notwithstanding termination of your membership. 27



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