

**BRITISH MARINE FEDERATION REGIONAL/GROUP ASSOCIATION CONSTITUTION**  
**BRITISH MARINE ELECTRICAL & ELECTRONICS ASSOCIATION GROUP**  
**ASSOCIATION RULES**

**DEFINITIONS**

In these Rules:

'**Act**' means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

'**BMF**' means the British Marine Federation, a company limited by guarantee, incorporated and registered in England and Wales with company number 2592536 whose registered office is at Marine House, Thorpe Lea Road, Egham, Surrey, TW20 8BF;

'**BMF Management Board**' means the board of directors having the powers of management on behalf of BMF Members;

'**BMF Rules**' means the written rules and policies for the time being of the BMF;

'**BMF Member**' means a Member of the BMF;

'**Bye-laws**' means the bye-laws for the time being of BMEEA;

'**Clear Days**' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

'**Council**' means the strategic overarching body of the BMF, who shall provide strategic direction to the BMF Management Board;

'**Electronic form**' has the meaning given in section 1168 of the Act;

'**Executed**' includes any mode of execution;

'**Executive Committee**' means the executive committee for the time being of BMEEA;

'**General Meeting**' means the annual general meeting of BMEEA, held at such time and place as the Executive Committee shall decide.

'**Member**' means a member of BMEEA, being a sole trader, partnership or company;

'**Notice**' means notification of a meeting by Writing in any form;

'**Office**' means the principal office of BMEEA;

'**Office Bearer**' means the individual person who shall be a Member being a sole trader, partnership or company Member or Strategic Partner who sits on the Executive Committee;

'**Ordinary Resolution**' has the meaning given in section 282 of the Act;

'**Rules**' means this Constitution of BMEEA, as amended from time to time which shall be binding on all of its Members;

'Secretary' means the Secretary of BMEEA or any other person appointed to perform the duties of the Secretary;

'Special Resolution' has the meaning given in section 283 of the Act;

'Strategic Partner' means an overarching not-for-profit organisation designed to further the interests of the marine industry. Such Strategic Partners include but are not limited to the Royal Yachting Association, The Royal National Lifeboat Institution, The Maritime Coastguard Agency or International Council of Marine Industry Associations.

'Treasurer' means the Treasurer of BMEEA or any other person appointed to perform the duties of the Treasurer;

'Writing' means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

Unless the context otherwise requires, other words or expressions contained in these Rules bear the same meaning as in the Act.

Words importing the masculine gender also include the neuter and feminine gender and words importing the singular number include also the plural number.

## **1. NAME/OFFICE**

- 1.1. The Group Association, hereinafter called BMEEA is an unincorporated Group Association of and regulated by the BMF.
- 1.2. The BMF is the trade association for the leisure, Superyacht and small commercial marine industry and the organiser of the London Boat Show and Southampton Boat Show, usually held annually by its subsidiary companies; National Boat Shows Ltd and Southampton International Boat Show Ltd both trading as ~~National Boat Shows~~
- 1.3. "BMEEA" principal office is at Marine House, Thorpe Lea Road, Egham, Surrey, TW20 8BF.
- 1.4. Provided that the BMEEA complies with these Rules and the BMF Rules, the BMF shall provide adequate insurance for BMEEA for normal business practices as notified to the BMF from time to time and shall provide an annual grant in accordance with these Rules; however this shall be the limit of the BMF's liability to, or in respect of the activities of, BMEEA.
- 1.5. In no circumstance shall the BMF be liable in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise, howsoever caused, for any direct or indirect or consequential losses, including without limitation any loss of profits, production, turnover, goodwill or other economic loss resulting from the activities of BMEEA.

## **2. OBJECTS**

- 2.1. The objects of BMEEA as a non-profit organisation and representative Regional Group/ Group Association of the BMF are:-
  - 2.1.1. to be charitable in nature and to promote commerce, help, assist and further the interests of those engaged in the marine electrical & electronics sector;
  - 2.1.2. to promote, encourage and protect the interests of all Members or any trade associated with or allied to the marine electrical & electronics sector;
  - 2.1.3. to encourage and foster a high standard of conduct and service to the public by Members and their workers;
  - 2.1.4. to collect, disseminate and facilitate the exchange of information; technical, statistical or otherwise and to facilitate discussion and communication between Members and the BMF, increasing Member engagement and BMEEA's place within the industry in order to promote Members;
  - 2.1.5. to represent Members on questions affecting the industry in BMF discussions and communications with the United Kingdom government departments and other United Kingdom statutory bodies or organisations;
  - 2.1.6. to print, publish or procure to be printed and published and circulate such papers, periodicals, books, circulars and other literary undertakings as may be conducive to any of the objects of the BMEEA;
  - 2.1.7. to advise Members where practical and on request from a Member provide guidance on any matter arising in the course of their business relating to the marine electrical & electronics sector and to render any assistance possible in the circumstances or procure that such assistance is rendered;
  - 2.1.8. to promote and in every way encourage public interest in the purchase and use of BMEEA Member's products and/or services.
  - 2.1.9. to encourage recruitment training and further technical and/or management education in the industry or associated trade; and
  - 2.1.10. to engage, promote and assist in the development and research of any subject of interest to the Members;
- 2.2. BMEEA shall act in accordance with these objects and BMF Rules and policies at all times.
- 2.3. The income and property of BMEEA shall be applied solely towards the promotion of its objects set forth in these Rules and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit to Members of BMEEA.

### **3. MEMBERSHIP**

- 3.1. Members of BMEEA must first be a BMF Member.
- 3.2. On application to enter BMF Membership an applicant shall be allocated to an appropriate Regional Group or Group Association based on geographic region and goods/services delivered, subject to approval from the Regional Group or Group Association applied to.
  - 3.2.1. The Member may at any time apply to transfer or join an additional Regional Group or Group Association subject to approval from the Regional Group or Group Association applied to.
- 3.3. Classes of Members and eligibility for BMF Membership shall be determined from time to time by the BMF in accordance with the BMF Rules. No person shall be admitted into BMF Membership without satisfying the BMF Rules requirements for Membership and being approved by a Regional Group or Group Association; such approval not to be unreasonably withheld.
- 3.4. The BMF shall not admit into Membership any person unanimously refused by the Regional Group or Group Associations, applied to, following consultation; such approval not to be unreasonably withheld.
- 3.5. Membership criteria of BMEEA shall be as set out in the BMF Rules and BMEEA Rules
- 3.6. A Member shall cease to be a Member and an Office Bearer of the Executive Committee if he:
  - 3.6.1. ceases to be a BMF Member;
  - 3.6.2. breaches the BMF Rules or BMEEA Rules;
  - 3.6.3. applies to transfer to another Regional Group or Group Association;
  - 3.6.4. ceases to trade within the objects of BMEEA

### **4. ANNUAL GENERAL MEETING**

- 4.1. BMEEA shall in each calendar year hold a General Meeting as its Annual General Meeting, at such time and place as the Executive Committee shall decide.
- 4.2. All Members of BMEEA shall be entitled to attend.
- 4.3. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
- 4.4. The annual General Meeting shall transact the following business:
  - 4.4.1. to consider and approve the minutes of the last annual general meeting;
  - 4.4.2. to receive the report of the Chairman on the activities of BMEEA during the previous year;
  - 4.4.3. to elect/ re-elect the Chairman for a 12 month period;
  - 4.4.4. to elect/re-elect the Vice-Chairman for a 12 month period;
  - 4.4.5. to elect/ re-elect Members to the Executive Committee for a 12 month period;

- 4.4.6. to elect/ re-elect the Secretary for a 12 month period;
  - 4.4.7. to elect/ re-elect the Treasurer for a 12 month period;
  - 4.4.8. to receive and consider the accounts for the previous year and the Treasurer's report;
  - 4.4.9. to decide on any resolution which may be duly submitted in accordance with these Rules;
  - 4.4.10. to transact any Special Resolutions; including but not limited to dissolution of BMEEA, adoption of and amendment to these Rules.
- 4.5. The Executive Committee may at its discretion or on the written request of 10 Members convene an Extraordinary General Meeting for a date not later than 7 weeks after receipt of the request.
- 4.6. A General Meeting or an Extraordinary General Meeting called for the passing of a Special Resolution or an Ordinary Resolution appointing a person a Member of the Executive Committee shall be called by at least 21 Clear Days' notice. All other Extraordinary General Meetings shall be called by at least 14 Clear Days' notice but a General Meeting may be called by shorter notice if so agreed by at least 10 Members.
- 4.7. The Chairman may with the consent of a quorate General Meeting (and shall if so directed by the meeting) adjourn the General Meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a General Meeting is adjourned for 14 days or more at least 7 Clear Days' notice in Writing shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

## **5. QUORUM (GENERAL MEETING)**

- 5.1. No business shall be transacted at a General Meeting unless a quorum is present.
- 5.2. The quorum for an annual General Meeting or Extraordinary General Meeting shall be 10 individuals entitled to vote upon the business to be transacted, each being a Member or holding a proxy for a Member.

## **6. VOTING (GENERAL MEETING)**

- 6.1. Each Member shall have 1 vote at any General Meeting.
- 6.2. A resolution put to the vote of a meeting shall be decided on a show of hands unless the Members determine that such vote should take place by way of a ballot.
- 6.3. A Member present by proxy shall be entitled to vote on a show of hands or on a ballot.
- 6.4. A proxy need not be a Member.
- 6.5. If the numbers of votes for and against a proposal are equal whether on a show of hands or on a ballot the Chairman shall have a casting vote in addition to any other vote he may have.

6.6. A Member may not vote or be counted as participating in the decision-making process for quorum or voting purposes where there is at that time or there is a foreseeable potential for a conflict of interest to arise.

## **7. EXECUTIVE COMMITTEE**

7.1. BMEEA shall be managed by an Executive Committee, appointed annually at the Annual General Meeting.

7.2. Office Bearers of the Executive Committee shall hold office for an elected term of 1 year which shall be approved annually at the Annual General Meeting and shall be eligible for re-election.

7.3. Unless otherwise determined by Ordinary Resolution the number of elected Members of the Executive Committee inclusive of the Chairman, Vice-Chairman and Immediate Past Chairman shall be subject to a maximum of 12 but shall be not less than 5; this shall exclude BMF employees who attend in a non- voting capacity.

7.4. The Chairman shall be appointed by and from the Executive Committee and is appointed for a period of 3 years, which shall be approved annually at the Annual General Meeting.

7.5. The Vice-Chairman shall be appointed by and from the Executive Committee and is appointed for a period of 3 years, which shall be approved annually at the Annual General Meeting.

7.6. The immediate past Chairman shall be a Member of the Executive Committee for a period of 1 year following his period as Chairman, after which he must seek re-election to remain an Office Bearer.

7.7. An Office Bearer shall cease to be so if he is absent from 3 consecutive Meetings without permission from the Chairman.

7.8. The first Members of the Executive Committee shall be the following representatives:-

Tim Morgan	Dyfed Electronics Ltd	Chairman
Sarah Upham	Roger Upham Marine Electronics Ltd	Treasurer
Graham Lewis	ETA Circuit Breakers Ltd	Vice-Chairman
Derek Gilbert	Raymarine UK Ltd	Immediate Past Chairman
Paul Holland	Energy Solutions (UK) Ltd	
Tony Johns		Secretary
Keith Meadowcroft	Volt Master Systems Ltd	
David Ash	Mantsbrite Marine Electronics	
Julian Coleman	Boat Electrics & Electronics Ltd	
Tim Davies	Navico UK Ltd	
Robert Fry	Garmin (Europe) Ltd	

7.9. The Executive Committee shall be representative of the Membership at all times, with no less than 3 Office Bearers representing Dealers and/or Installers.

- 7.10. The Committee may at their discretion also co-opt or elect up to three persons as Strategic Partners onto the Committee for their knowledge and expertise.
- 7.10.1. For the avoidance of doubt those persons shall not be afforded voting rights or count in the Quorum.
- 7.10.2. Officers of the Executive Committee must be a Member unless appointed as a Strategic Partner
- 7.11. No Office Bearer shall remain in office if, for any reason, he ceases to be a Member, BMF employee or employed by a BMF Member.
- 7.11.1. It will be at the discretion of the Committee whether an Office Bearer should continue in office if he/she moves from one member firm or company to another without any time-gap in employment. In this event it will be the responsibility of the Office Bearer to notify the Chairman in writing in time for Committee to decide before the date of the move.
- 7.12. The Executive Committee shall hold at least 4 meetings in each year and minutes shall be taken and recorded which must be retained for 10 years.
- 7.13. The Chairman shall on the written request of 6 Office Bearers call a meeting of the Executive Committee for a date not later than 7 weeks after receipt of the request.
- 7.14. A decision of the Executive Committee is taken in accordance with these Rules when a simple majority of the Executive Committee indicate to each other by any means that they share a common view on a matter.
- 7.14.1. Such a decision may take the form of a resolution in writing, where a simple majority of Executive Committee members has signed one or more copies of it, or to which a simple majority of Executive Committee members has otherwise indicated agreement in writing.
- 7.15. A decision may not be taken in accordance with these Rules if the Executive Committee Members would not have formed a quorum at an Executive Committee meeting to vote on the matter in accordance with these Rules.
- 7.16. Subject to the Rules, the Executive Committee participates in an Executive Committee meeting, or part of an Executive Committee meeting, when:
- 7.16.1. the meeting has been called and takes place in accordance with the Rules, and;
- 7.16.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting;
- 7.16.3. In determining whether Office Bearers are participating in an Executive Committee meeting, it is irrelevant where any Office Bearer is or how they communicate with each other.

- 7.16.4. If all the Office Bearers participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 7.17. The Executive Committee may from time to time elect a Treasurer and/or Secretary, to whom powers with regard to the accounts and administration of BMEEA may be delegated.
- 7.18. The Executive Committee may from time to time delegate any of the powers which are conferred on it under these Rules to a Sub-Committee; delegation of powers shall be on such terms and procedures which it sees fit and may be revoked at any time.
- 7.19. Neither the Secretary nor the Treasurer need be a Member and are elected at the discretion of the Executive Committee for a 12 month term to be approved annually by Ordinary Resolution at the General Meeting.
- 7.20. The Chairman of the Executive Committee shall call a meeting of the Executive Committee; it shall not be necessary to give notice of a meeting to a Member of the Executive Committee who is absent from the United Kingdom in any form other than electronically by writing.
- 7.21. Office Bearers of the Executive Committee shall be the only persons with authority to enter into any contractual arrangement on behalf of BMEEA, such contracts, in excess of the value of £1000, must be agreed by no less than 5 Office Bearers and be executed for and on behalf of the Executive Committee of BMEEA.

## **8. ELECTION OF MEMBERS OF THE EXECUTIVE COMMITTEE**

- 8.1. Any eligible person who is willing to act as an Office Bearer, and is permitted by law to do so, may be appointed to the Executive Committee and approved by the Members of BMEEA at a General Meeting.
- 8.2. Only 1 Office Bearer from any Member company may be appointed to the Executive Committee.
- 8.3. Appointment to the Executive Committee is by submission of a request for election in Writing to the Chairman.
- 8.4. Applications received during the year will be considered by the Executive Committee at the following meeting. If the candidate is approved for election he will be co-opted onto the Executive Committee prior to formal appointment by the Members at the General Meeting, after which his term in office shall formally commence. Candidates will not be permitted to vote whilst co-opted.
- 8.5. The Executive Committee shall be elected/re-elected at each General Meeting. At the meeting prior to the General Meeting the Executive Committee shall be approved for election prior to formal appointment at the General Meeting.
- 8.6. A retiring Member of the Executive Committee may offer himself for re-election.

8.7. An Office Bearer of the Executive Committee so appointed shall hold office for the term specified at General Meeting in accordance with clause 7; if not re-elected such appointed Office Bearer shall vacate his office at the conclusion thereof.

## **9. QUORUM (EXECUTIVE COMMITTEE MEETING)**

- 9.1. At an Executive Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 9.2. The quorum for Executive Committee meetings shall be 5 individuals entitled to vote upon the business to be transacted, each being a Member or holding a proxy for a Member.
- 9.3. An Executive Committee Member may not vote or be counted as participating in the decision-making process for quorum or voting purposes where there is at that time or there is a foreseeable potential for a conflict of interest to arise.

## **10. VOTING (EXECUTIVE COMMITTEE MEETING)**

- 10.1. Any business put to the vote at a meeting shall be decided on a show of hands by a majority unless the Executive Committee determine that such vote should take place by way of a ballot.
- 10.2. A Member present by proxy shall be entitled to vote on a show of hands or on a ballot.
- 10.3. A proxy need not be a Member.
- 10.4. If the numbers of votes for and against a proposal are equal whether on a show of hands or on a ballot, the Chairman or other director chairing the meeting has a casting vote.
- 10.5. A Member of the Executive Committee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

## **11. PROXY**

- 11.1. Proxies may only validly be appointed by a notice in Writing (a proxy notice) which:
- 11.1.1. states the name and address of the Member appointing the proxy;
- 11.1.2. identifies the person appointed to be that Member's proxy and the meeting in relation to which that person is appointed;
- 11.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Executive Committee may determine; and
- 11.1.4. is delivered to BMEEA to the address on the proxy at least 48 hours in advance of such meeting in accordance with these Rules and any instructions contained in the notice of the meeting to which they relate.

## **12. EXPENSES OF MEMBERS OF THE EXECUTIVE COMMITTEE**

12.1. The Members of the Executive Committee may be paid all reasonable expenses properly incurred by them in connection with their attendance at meetings of the Executive Committee or any committee of the Executive Committee or general meetings or otherwise in connection with the discharge of their duties.

### **13. MINUTES**

13.1. Minutes of meetings of the Executive Committee shall be maintained for the purpose of recording all appointments of Officers made by the Executive Committee and all proceedings at meetings of BMEEA including the names of the Members of the Executive Committee present at each such meeting.

13.1.1. For the avoidance of doubt such minutes shall be retained for 10 years in accordance with clause 7.12.

### **14. ACCOUNTS**

14.1. The BMF shall provide an annual sum to BMEEA to facilitate the pursuit of its objects as defined by these Rules. The Executive Committee shall submit to the BMF a budget request and consolidated accounts for each financial year, being 01/07 to 30/06, no later than the following February; following receipt of which and after the BMF shall have consulted with BMEEA the BMF shall allocate such sum as shall be agreed.

14.2. The Executive Committee shall maintain proper books of account, giving a true and fair view of the financial affairs of BMEEA with respect to:

14.2.1. all sums of money received and expended and the matters in respect of which such receipts and expenditure take place;

14.2.2. all sales and purchases of goods; and

14.2.3. the assets and liabilities of BMEEA.

14.3. A current bank account shall be kept in the name of BMEEA, into which all monies received shall be paid and from which all payments shall be made.

14.3.1. For the purpose of operating the current account, any two of the Chairman, The Vice-Chairman, the Treasurer or the Secretary shall be authorised signatories.

14.4. At the annual General Meeting the Executive Committee shall lay before the Members a proper income and expenditure account for the period since the last preceding General Meeting, together with a proper balance sheet made up as at the same date.

14.4.1. Should any funds remain unspent at the conclusion of each financial year the funds shall be invested to promote and in furtherance of BMEEA's objects; such investment shall be

subject to the recommendation of the Treasurer and the approval of the Executive Committee.

14.5. BMEEA agree by virtue of these Rules that the BMF or its auditors may where appropriate and on reasonable notice audit the accounts with regard to any financial year; which shall be examined and the correctness of the income and expenditure account and balance sheet ascertained.

## **15. THE BYE-LAWS**

15.1. The Members may adopt Bye-laws to assist in the furtherance of the objects of [INSERT NAME] pursuant to these Rules. Such Bye-laws may only be adopted, amended or deleted by Special Resolution at a General Meeting and shall be binding upon the Members.

15.2. The BMEEA's Bye-laws, a copy of which is appended hereto are incorporated into and form part of this Constitution.

## **16. NOTICES**

16.1. Any notice or communication to be given to or by any person pursuant to these Rules shall be in Writing (including Electronic Form); except that a notice calling a meeting of the Executive Committee need not be in Writing.

## **17. INDEMNITY**

17.1. Subject to the provisions of the Act but without prejudice to any indemnity to which a Member of the Executive Committee may otherwise be entitled, every Member of the Executive Committee, Secretary or Treasury of BMEEA shall be indemnified out of the assets of BMEEA against any liability incurred by him in defending any proceedings whether civil or criminal in relation to the affairs of BMEEA except where such claim arises as a result of a dishonest or fraudulent act or omission by the Member of the Executive Committee.

## **18. LIABILITY**

18.1. The liability of BMEEA is limited to the amount of each Member's subscription fee, being the maximum amount that each Member undertakes to contribute to the assets of BMEEA in the event of it being wound up for:

18.1.1. the payment of BMEEA's debts and liabilities contracted before he ceases to be a Member;

18.1.2. payment of the costs, charges and expenses of winding up;

18.1.3. adjustment of the rights of the contributories among themselves.

18.2. If upon winding up or dissolution of BMEEA there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of BMEEA, but shall be given or transferred to the BMF in the first instance or in the BMF's absence some other charitable society, institution, or organisation having objects similar to the objects of BMEEA and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as it imposed on BMEEA under or by virtue of the objects of this BMEEA, such society, institution or organisation to be determined by the BMEEA Members at or before the time of dissolution.

## **19. AMENDMENT OF THE RULES**

19.1. The Rules may only be amended by Special Resolution of the Members at General Meeting.

**BRITISH MARINE ELECTRICAL & ELECTRONICS ASSOCIATION GROUP**  
**ASSOCIATION**  
**BYE LAWS**

**1. CODE OF PRACTICE**

1.1. The Members shall comply in full with the BMEEA Code of Practice as amended by the Executive Committee from time to time; non-compliance with the latest edition may result in termination of BMEEA Membership.

**2. INSURANCE**

2.1. Members shall be required to carry **adequate** levels of insurance cover with insurers authorised to conduct insurance business in the Members' geographical areas of operation so as to comply with statutory obligations to insure in respect of Employer's Liability and motor risks; and maintain appropriate Professional Indemnity insurance to cover errors and omissions occurring in the course of their business activities; and maintain prudent risk assessment principles in respect of public liability, occupiers' liabilities and product liabilities.

**3. LOGOS**

3.1. BMEEA Members shall be permitted to use on its business stationery, documentation, premises, at exhibition, on company vehicles or otherwise in connection with its business the BMEEA logo or the BMEEA logo applicable to the Members' particular trade or sector, strictly subject to and in accordance with any terms and conditions prescribed by BMEEA as notified to Members' from time to time.

**4. DEALER AND INSTALLER MEMBERS**

4.1 There shall be a total of four categories of Dealers and Installers as defined as shown below:

4.1.1 Electronic Dealers to have facilities for the sale, installation and service of electronic equipment; and/or

4.1.2 Electrical Dealers to have facilities for the sale, installation and service of electrical equipment and supplies.

4.1.3 Electronic Installers to have facilities for the installation and service of electronic equipment:  
and/or

4.1.4 Electrical Installers to have facilities for the installation and service of electrical equipment.

4.1.5 The facilities described in 4.1 shall comply with the BMEEA, 'Facilities Checklist' as amended from time to time.

4.2.1 Such facilities may, at the Executive Committee's discretion, be inspected by an appointed representative of the Executive Committee at any time to verify compliance with the 'Facilities Checklist'

- 4.3 Staff of Dealers and Installers to be qualified and trained to the appropriate standards and to take up training courses provided by manufacturers/importers.
- 4.4 Dealers and Installers **MUST** either:
- 4.4.1 employ at least one engineer holding a BMEEA approved certification based at the Dealer's or Installer's premises or;
- 4.4.2 in the case of a self-employed Dealer or Installer, personally hold a BMEEA approved certification.
- 4.5 Dealers or Installers who have more than one branch **MUST** employ an engineer holding a BMEEA approved certification based at each and every premises.
- 4.6 Note that BMEEA approved certifications include BMET (**British Marine Electrical Technician**), MEI (**Marine Electronics Installer**), CMET (**Certified Marine Electronics Technician**) and its derivatives, or higher, dependent on the nature of the work undertaken by the Dealer. Such certifications must be kept up to date where this is a requirement of continued certification.
- 4.6.1 Examples of certifications in addition to those shown above also include the UK legal requirements for staff working on radio transmitting equipment who must hold relevant certifications such as the Short Range Certificate for VHF R/T and the Long Range Certificate for SSB and Satcom.
- 4.7 A newly accepted BMEEA Dealer or Installer shall meet the requirements of this clause **4** within 24 months of entering Membership.
- 4.8 In the event of any Waterside Dealer or Installer ceasing to employ one or more engineers holding a BMEEA approved certifications in accordance with 4.4, 4.5 and 4.6 above, or the engineer holding the BMEEA approved certification ceasing to be so certificated, the Dealer or Installer must immediately inform the Association Secretary in writing and:
- 4.8.1 employ one or more engineers holding a BMEEA certification; or
- 4.8.2 ensure that the engineer in question updates his certification as required by 4.6 above, within 12 months of the event.
- 4.9 Should any such Dealer or Installer fail to meet clause 4.8 the Dealer's or Installer's membership of the Association may at the discretion of the Executive Committee be terminated.

## **5. MANUFACTURERS**

- 5.1. To have facilities to provide service support in-house and in the field for those products manufactured and to provide training and product familiarisation for their Service Dealers.

## **6. IMPORTERS/DISTRIBUTORS**

- 6.1. Concessionaires or UK Distributors of imported products must have in-house repair/service facilities and/or an efficient service exchange programme to support the products they distribute.
- 6.2. They must be able to provide suitable product training/familiarisation/installation recommendations and technical support as and when requested by their dealers and service dealers.