



Association For
Audio Visual Professionals

Guidelines

Regulations of Membership

CAI GUIDE 04: January 2019



Definitions and Terms

In these Regulations 'Confederation of Aerial Industries Limited' shall be referred to as 'CAI'.

A 'Member' is a fully paid up subscriber to membership of CAI.

CAI's Board of Directors is referred to as the 'Board'.

1. Aims & Objectives

To raise standards within the industry.

To represent its Members to government, local authorities, broadcasters & national bodies.

To unite the industry on its common aims.

To keep abreast of technological change.

To promote membership to its prospective members

To promote the membership to the industry's prospective customers

2. Eligibility for Membership

- 2.1 Applications for membership shall be open to those persons or companies involved in the manufacture, supply or installation of signal reception and distribution system equipment for content delivery.
- 2.2 Applicants must satisfy CAI that their company has been trading for more than 12 months and conducts a sound and reputable business within one or more of the following categories:
- 2.2.1 **Domestic Installer** – of reception and distribution equipment in the single dwelling household environment.
- 2.2.2 **Systems Installer** – of reception equipment and networks in multi-dwelling communal buildings or commercial properties.
- 2.2.3 **Home Networking and Connectivity Installer** – in the single dwelling household environment.
- 2.2.4 **Manufacturer/Distributor** - of signal reception and network distribution equipment.
- 2.2.5 **Retailer or Rental Company** - of electro-technical equipment.
- 2.2.6 **Transmission Platform Operator** - of audio, visual and data communications.
- 2.2.7 **Affiliate** – being an organisation of; broadcasters, regulators, associations and advisory bodies.
- 2.2.8 **Consultant** – an individual or company providing advisory, planning, conciliation or arbitration services in the industry.
- 2.2.9 **Subscriber** – an individual who undertakes no business activity in any of the above categories, but who wishes to receive regular industry news, technical updates and other CAI communications.

- 2.3 All members must guarantee their work or products for a minimum of 12 months.
- 2.3.1 All installing members must guarantee their work and equipment they have supplied for a minimum of 12 months.
- 2.3.2 All manufacturer/distributor members must guarantee all equipment supplied for a minimum of 12 months.
- 2.4 All new applicants engaged in installation services must produce the following criteria for at least 50% of the field workforce.
- 2.4.1 A satisfactory basic disclosure background check from a recognised criminal records bureau now referred to in the UK as the Disclosure and Barring Service (DBS), in Northern Ireland Access NI or ANI. All DBS or ANI background checks should be clear of all criminal convictions that are deemed by the Membership Committee as a threat to vulnerable groups. Any submitted disclosures displaying unspent civil convictions will be considered on an individual basis against criteria agreed by the Board from time to time. The validity period of a presented disclosure shall be at the discretion of the Membership Committee.
- 2.4.2 Certification proving minimum levels of employers' liability (where required) and public liability currently £2,000,000 for domestic (single dwelling) Installers or £5,000,000 for Systems (multi dwelling or commercial) Installers.
- 2.4.3 Certification proving competence in Safe Working at Heights with Ladders for domestic single dwelling installers (accepted as valid for 5 years). For systems companies, we require appropriate documentary evidence of Health & Safety training and management relevant to the sector of work.
- 2.5 Any member found undertaking work from a different subscription category, other than the one they subscribe to, or a category below, will automatically be upgraded for the entire financial year regardless of when the provision of the new services commenced and invoiced for the higher subscription.

3. Criteria and Procedure for the Granting of Membership

- 3.1 All new applicants have to satisfy the CAI that they have the ability to adhere to the mandatory Codes of Practice and Conduct as well as conduct a sound and reputable business. *(As defined in clauses 2.1-2.4; Eligibility for Membership).*
- 3.2 All new installer applicants must agree to an assessment visit that will measure and confirm competent compliance to current CAI standards of business management and installation. Upon agreement to undergo an assessment visit, the applicant will pay an initial fee that is non-refundable to unsuccessful applicants but deducted from the first year's subscription of successful applicants. *(The fee for initial assessment may change from time to time and can be confirmed by contacting the CAI office.)*
- 3.3 Consultant applicants must complete a submission of supporting evidence that proves competency in their field of expertise. This is assessed and verified by a CAI Assessment Executive.
- 3.4 The granting of membership shall be totally discretionary based on the report received from the CAI Assessment Team as well as criteria decided by the Board from time to time.
- 3.5 The decision of the Board will be final and reasons for refusing membership may not necessarily be given. Upon election to membership, each company

will nominate the person who will represent it at General Meetings and to whom all communications shall be addressed.

- 3.6 Following a successful pre-assessment (*if applying as an installer*) and subsequent approval by the Board, the applicant will be required to pay an initial subscription fee (*subscription rates are listed in the "join" section of the CAI website or can be obtained by contacting the CAI Office*). Upon receipt of payment, the applicant will be registered into membership.

4. Payment Methods

- 4.1 Membership of the CAI is an annual rolling contract and subscription invoices are issued on the 1st April each year.
- 4.2 Subscriptions and other payments can be made via the following methods:
- 4.2.1 Premium Credit Scheme - this allows each member to pay in 10 monthly instalments directly debited from their accounts.
- 4.2.2 A cheque to the CAI office made payable to CAI Ltd.
- 4.2.3 Make a payment over the phone with either a Visa, Visa Debit or MasterCard
- 4.2.4 Make a bank transfer directly into the CAI bank account.
- 4.2.5 Agree a monthly payment plan (by bank standing order) with the CAI membership administration.
- 4.3 Any invoiced payments must be settled within 30 days of the invoice date.
- 4.4 A 5% prompt payment discount is deductible on the annual subscription invoice provided that payment is received by the 30th April that year.

5. Ongoing Member Assessments

- 5.1 All Installer Members will undergo periodic assessment by one of the CAI appointed assessments officers at intervals decided by CAI. Members must make their businesses available for assessment on an agreed date, provided they receive at least 4 weeks' notice of that date.
- 5.2 The periodic assessment will follow the process and requirements of the pre-membership assessment.
- 5.3 During the assessment process the member will be required to provide evidence of work carried out in the previous 6 months, usually as a site visit, or details of a site that can be inspected by the assessment officer. If this is impossible due to factors beyond the members control, they must produce verifiable documentary evidence of such work, showing that the work was completed within the previous 6 months and that it meets all relevant CAI Codes of Practice. Site details for the assessment officer to visit or documentary evidence should be made available during the assessment visit or within a maximum of 4 weeks from the assessment.
- 5.4 CAI Plus members must also provide evidence of valid DBS and Safe Working at Heights Certificates for 50% of their engineers (including sub-contractors) as well as annual proof of Public and Employer Liability insurance, to the levels set out in 2.4.2 above.
- 5.5 TrustMark registered businesses who join the CAI operated TrustMark scheme must be CAI Plus members and may be subject to annual assessments.

6. Removal from Membership

- 6.1 At the total discretion of the Board, a member may be expelled from membership for reason or reasons associated with bringing CAI into disrepute, undesirable attitude, disreputable business conduct or non-payment of subscription.
- 6.2 The decision of the Board will be final and reasons for the removal may be given following the member being given a full Board hearing.
- 6.3 The Board may opt to suspend membership of CAI pending a meeting of the Board where the members possible breach of regulation 6.1 above is voted on, and the member has an opportunity to appear.

7. Resignation or Cessation of Membership

- 7.1 All verbal resignations or requests to cease membership must be confirmed in writing by post, fax or email in order to be valid. Resignations must be received before the end of the current financial year. (i.e. prior to 31 March). Any such resignation or cessation of membership will take effect from the date of receipt at the CAI office, in order to be effective for the following financial year.
- 7.2 Under no circumstances will any monies be refunded.
- 7.3 If a member wishes to resign during the current financial year, they will still be liable to pay the appropriate membership subscription fee for the entire financial year and no refunds will be given.

8. Change of Company or Business Name

- 8.1 Membership is not transferrable to a different person, partnership, company or other legal entity but should a member change its trading name then the member accepts that the person, partnership, company or other legal entity remains liable for all work guarantees, outstanding subscriptions and may be required to complete a change of name agreement. This is a signed statement whereby the person, partnership, company or other legal entity confirms that they remain liable for any existing liabilities relating to work guarantees and to honour any outstanding subscriptions or debt to others.
- 8.2 A Member must notify the CAI membership administration of any changes in company details that may affect the listing of information held by the CAI and published in its member directories or on the CAI website.
- 8.3 The CAI reserves the right to remove a Member listing if subscription or other fees remain unpaid. (*Under the terms agreed in clauses 4.1-4.2*).

9. The Board of Directors

- 9.1 The Board of Directors is comprised of the number of Directors as decided by the Board from time to time. Directors shall be selected from the relevant categories of membership plus one Senior Staff member.
- 9.2 Consultants shall not be eligible for election to the Board.
- 9.3 The Board shall appoint its Chairman annually from amongst the elected Directors.

- 9.4 The Chairman of the Board shall also be the Chairman of CAI.
- 9.5 A Director shall be the nominated representative of a Member Company.
- 9.6 No person shall be eligible for election as a member of the Board unless the Member they are the nominated representative for has completed a minimum of 3 years continuous membership with CAI.
- 9.7 The Board may co-opt from time to time any person whom it considers will be able to assist in its work, (i.e. technical advisor or marketing expert etc.), such co-opted persons shall not have a vote at Board Meetings on any issue.
- 9.8 Any persons may apply to attend a Board Meeting to discuss a particular matter or to make a specific complaint. The Board will then invite the person to such part or parts of the next Meeting as it deems necessary.

10. Proxies at Board Meetings

Proxies are not allowed at Board Meetings.

11. Frequency of Board Meetings

Board Meetings shall be convened as required and directed by the Board.

12. Removal of Directors

- 12.1 A Director may be expelled from office by a majority vote of fellow Directors for reasons of misconduct or as a result of a Disciplinary Hearing.
- 12.2 Should the Company of which they are the nominated representative leave CAI membership for any reason, then they, in their capacity as Director, would be required to resign with immediate effect.

13. Committees

- 13.1 Committees and sub-committees may be formed from time to time to assist the Board in the investigation and completion of specific work streams after which it may be disbanded.
- 13.2 A Chairman, who must be a Board Member or member of staff, will supervise such committees.

14. Logo & Membership Insignia

- 14.1 The CAI has a number of logo variations that are registered trademarks. They will be used to indicate membership of the CAI or a particular membership category. If the relevant logo is used on invoices, letter headings, promotional materials (such as websites) and vehicle livery, then it must be using the specific templates laid down by the CAI.
- 14.2 When membership ceases, all reference to the CAI will be deleted immediately from all matter on which it is printed or posted.
- 14.3 All persistent misuse of the CAI logo by companies outside of CAI membership shall be referred to the relevant local authority trading standards office.

15. Communications & Data

By entering in to CAI membership you agree that:

- 15.1 The CAI will store your personal data, including name, business name, address and email address, and use this data to provide you with regular updates, industry news and information and other communications, by post and/or email.
- 15.2 The CAI will only provide your contact details to 3rd parties who offer CAI member benefits. You can opt out of this by emailing office@cai.org.uk
- 15.3 If you leave membership, the CAI will only store your data for as long as they need to be able to process any complaints arising within 12 months of your membership ending.

16. Alternate Trading Names

- 16.1 All companies who have Alternate Trading Names (ATN) must register those names with the CAI if they wish to advertise under those names with the CAI logo. Companies using ATNs must adhere to the following supplementary regulations:
 - 16.1.1 The Member Company head office address, which is listed in the CAI Members Directory, must be printed in the advertisement; along with the Company CAI membership number which must be displayed clearly under the logo.
 - 16.1.2 The font must be a minimum of 6 points, in bold lettering to ensure that it is legible.
 - 16.1.3 The text must be in a contrasting colour to the background of the advert and the same orientation as the rest of the advertisement.
- 16.2 The fee for each ATN is neither negotiable nor refundable and will cover the period of one financial year, running from April of that year to March of the following year; regardless of which month the advert is published in the directory.
- 16.3 These Supplementary Regulations for Alternate Trading Names will be reviewed whenever there are changes in trading legislation.
- 16.4 Any member found abusing these regulations will be asked to explain their actions to the Board. The ultimate sanction could be dismissal from membership of the CAI.

17. Raising of Additional Monies

The Board reserves the right to raise funds by such legitimate means as may be required.

18. Resolution of Complaints

- 18.1 All complaints are to be received in writing and directed to the Membership Committee for consideration.
- 18.2 In the first instance the Member concerned will be given the opportunity to respond to the complaint and carry out remedial action if required without any further intervention from the CAI Membership Committee.
- 18.3 Within the response process there is the opportunity for the Member to elect a third-party Member Company to carry out the remedial work should the conciliation break down. This will be in agreement between the Member, the complainant and the third-party Member Company agreeing to carry out the work.

- 18.4 If this conciliation fails, then the Committee, after warning the Member against whom the complaint was made, may elect to send a third party or CAI Assessment Officer to the premises of a consumer or a business to assess and report back to the Membership Committee on the standard of both materials used and the installation.
- 18.5 The Assessment Officers may then be empowered to instruct another CAI Member Company to carry out remedial work where the conciliation process has irretrievably broken down and the original complaint is supported by the CAI. *(The Membership Committee deciding the original work was not compliant to CAI Codes of Conduct or Practice).*
- 18.6 The CAI is entitled to recover any expenses incurred in providing a satisfactory resolution to the original complaint from the Member against whom the complaint was made.

19. CAI Members Forum

- 19.1 The CAI website has a Members Forum that is open to all members.
- 19.2 The Forum has a separate set of rules that can be found here;

<https://www.cai.org.uk/index.php/forum/general-discussions/26-forum-rules>

20. Amendments to the Regulations

The Board may amend these Regulations from time to time and shall inform the Membership of any alterations within one month of making them, if required an operative date will be given.

Setting the Standard for the Future



CAI Ltd

Communications House,

41a Market Street, Watford, Herts, WD18 0PN UK

 +44 (0)1923 803030  office@cai.org.uk  /cailimited  /caitd

www.cai.org.uk