

# **THE INTERNATIONAL PRINTERS NETWORK LIMITED**

## **RULES OF MEMBERSHIP**

**(as referred to in the Articles of Association  
of the Company adopted by Special Resolution on  
16th December 2003)**



**Amendment No 7 approved by Ordinary Resolution on 31 October 2012**

## **DEFINITIONS**

### **1. BOARD**

1.1. The board of directors of the Company acting collectively.

### **2. CHAIRMAN OF THE BOARD**

2.1. The director of the Company elected by the members to chair board and general meetings of the company.

### **2.2. Chairman of the Membership Committee**

The director of the Company with responsibility for recruitment of new Members, for ensuring that the review process takes place (as set out in clause 5 of the Membership Application Process Rules, and communications with any company applying for membership.

### **3. CUSTOMER**

3.1. A person or company placing work with a Member Company

### **4. MEMBER**

4.1. The individual who is the IPN member. New members joining the Company have the status of **Associate Members** with no voting rights until they have attended three meetings as set out in the Membership Application Process Rules and Procedure.

### **5. MEMBER COMPANY**

5.1. The company that the Member represents.

### **6. MEMBERSHIP COMMITTEE**

6.1. A committee of the Members whose function is to assess all membership applications. The make up of this sub-committee would normally be:

6.1.1. **Membership Chairman**

6.1.2. **Two Board members** of the Membership Committee with responsibility for ensuring that the applicant conforms to the membership criteria.

6.1.3. **Two Members** with responsibility for identifying any competitive issues.

6.1.4. **The company secretary** with responsibility for ensuring that the documentation is completed correctly and that all other aspects of the Membership Application Process Rules have been complied with.

## **7. PARTNER**

7.1. A Member Company of the International Printers Network.

## **8. RULES OF MEMBERSHIP**

8.1. The rules of membership established from time to time by the Board for the effective operation of the Company or the furtherance of the Objects, including, without limitation:

- **Membership Criteria Rules;**
- **Membership Responsibilities Rules;**
- **Rules for Directors;**
- **Membership Code of Practice Rules; and**
- **Membership Application Process Rules.**

## **9. SPONSOR**

9.1. An existing Member who is able to give a reference in respect of a prospective new member.

## **10. SUPPLIER**

10.1. The Partner that receives the original order from his Customer and who may then subcontract part of that order to a Partner in another location

## **11. THE COMPANY**

11.1. IPN (The International Printers Network Limited)

## MEMBERSHIP CRITERIA RULES

1. A member company must have someone in **executive authority** within the company who is willing to make a **personal commitment** to IPN and who is willing to attend two meetings per year. Since all meetings are conducted in English a reasonable command of the language is recommended. This executive authority may be the Chairman, Chief Executive Officer, Executive Director or majority shareholder. **Corporate membership is not permitted** – it is the individual with executive authority within the company who is the Member of the IPN **on behalf of his** company which, during his membership, will be a **Member Company**.
2. A Member Company must be a printer or else a company within a complementary market (for example, IT and software development, graphic design, translation, technical communication, advertising, etc.) capable of taking its own autonomous decisions,
3. A Member must have sufficient financial strength or resources to support their obligations and commitment to the IPN.
4. A Member Company who supplies printing services must meet a **minimum level of technical and printing requirements**. These include, *inter alia*, the expertise to receive and work with source files, to work with the latest software products used in the industry (as determined from time to time by the Board of IPN) to accept internal and external transmission and to have digital output capability in black and white and/or colour. In addition, the Member Company must have the ability to produce equal or like quality documents to those currently being produced by the existing Member Companies. (Further information on these criteria is available on request from the Chairman of the Membership committee)
5. Members must be willing to uphold the **spirit of the IPN** and the Rules of Membership of the IPN. Total trust between Members is essential. If the admission of a new member would create a potential issue or conflict of interest or competition with an existing Member by reason of ownership, geographic location, markets or customer base, the Board reserves the right to reject any application that they consider may give rise to such issues. It is each members' responsibility to procure that his company complies with the Rules.

## MEMBERSHIP RESPONSIBILITY RULES

1. All Member Companies agree to uphold the spirit of the IPN, an organisation that depends upon **total mutual trust** and open exchange of ideas and experience between all its Members.
2. Member Companies agree to commit to providing the **highest quality service** to their own Customers and to the customers of other Member Companies.
3. Member Companies agree to maintain the **highest level of integrity** in interactions with other Members. Members agree to comply with IPN's Memorandum of Association, Articles of Association, Code of Practice and the Rules, any breach of which could result in forfeiture of membership dues and immediate cancellation of membership by the Board, whose decision will be binding and final. Any appeal regarding forfeiture of membership would be subject to the disputes procedure referred to below.
4. Member Companies agree to pay an annual subscription fee (currently £2500.00 plus VAT) subject to review at the discretion of the board and payable in advance in two equal half yearly instalments.
5. Member Companies agree to participate in IPN's intranet and agree to promptly respond to IPN requests for information of any kind. Member Companies agree to keep their company details up to date on the IPN web-page.
6. Member Companies agree to use the IPN logo on company brochures, literature, business cards, letterheads and signage.
7. Member Companies are encouraged to have technical staff participate in IPN activities.
8. In areas of limited technologies, Member Companies agree to commit to the most available compatible technology, as determined by the technical committee, for communications and file transfer to support the other Members.
9. Each Member is responsible for providing that his Member Company fulfils its obligations under the Rules.
10. **Attendance** by the Member at IPN meetings is an **integral part of membership**. Each Member must make every effort to attend the meetings on a regular basis. If a Member is not able to attend in person, such Member may appoint a substitute to attend in their place. Except as expressly provided otherwise in the Articles of Association an Associate Member or the substitute (or sometimes referred to as a "proxy") shall not have a vote.
11. If a Member fails to attend or send a substitute to three consecutive meetings his membership status will revert to that of an Associate Member with no voting rights. If an associate member then fails to attend or send a substitute to a further three consecutive meetings, then at the third meeting the matter will be put to the full membership by the Membership Committee to decide whether the associate membership should be cancelled. (In accordance with

the Articles of Association a simple majority will prevail, with the Chairman of the Board having a casting vote in the event of a tie).

12. In the event of a Member wishing to resign from the IPN for any reason, no refunds of subscriptions will be given and the Member must :

12.1 make his resignation in writing to the Chairman of the Membership Committee giving one calendar months notice and confirm that all reference to membership, including the use of logos have been removed from buildings and all company printed material

12.2 submit payments to the treasurer prior to the expiry of the one months notice period clearing any and all outstanding financial obligations owed to the IPN

12.3 return all proprietary material and information to the Chairman of the Membership Committee

### **13. DISPUTES PROCEDURE**

Where a dispute arises between two or more Members it is the Members' responsibility to first attempt to resolve this between them. If this fails and the issue remains unresolved then they may request to invoke the disputes procedure.

#### **Stage 1**

All parties should put the facts of the case in writing to a Membership Sub-Committee within 15 working days of the initial event. This Membership Sub-Committee will consider the facts and seek any necessary clarification from the parties involved. Their decision will be conveyed back to the Member within 15 working days of receipt of the initial request.

#### **Stage 2**

Should the matter not be resolved satisfactorily, a written appeal may be lodged with the Board who will review the ruling and any additional facts that may have been presented. Their decision will be conveyed back to the Member within 15 working days of the lodging of the appeal.

#### **Stage 3**

If still unresolved, a final appeal may be made in writing to the Chairman of the Board, whose decision on the matter will be final and binding on all parties.

## **RULES FOR DIRECTORS**

### **1. FUNCTION OF THE BOARD**

- 1.1. The function of the Board is to **oversee the strategic management, direction, promotion and ethics of IPN**. It is also a forum for resolving disputes between Member Companies, in the event such disputes arise.
- 1.2. The Board does not have involvement on a day-to-day basis with Member Companies in relation to individual projects.

### **2. ADMISSION TO THE BOARD**

- 2.1. Subject to the relevant provisions of English company law, the usual process for admission to the Board shall be as follows:
  - 2.1.1. nomination (and seconding) by existing directors on the Board;
  - 2.1.2. approval of the appointment by the Members at the next General Meeting.
  - 2.1.3. Completed relevant documentation to be lodged with the UK Registrar of Companies in accordance with the Companies Act 2006
  - 2.1.4. Directors on the Board are expected to offer **a significant commitment in terms of time** to IPN.

### **3. RESPONSIBILITIES OF DIRECTORS**

- 3.1. The position of director under English law as set out in the Companies Act 2006 carries with it certain responsibilities and duties. **It is the responsibility of each Member who becomes a director of the Board to satisfy himself as to those responsibilities and duties before accepting the position.**

## CODE OF PRACTICE RULES

### 1. GENERAL

- 1.1. In accepting membership, Members agree to abide by the Code of Practice Rules and any breach of the Code of Practice Rules or any unethical practice may render a Member liable to immediate cancellation of membership.

### 2. IPN AS A FACILITATOR NOT A PRINCIPAL CONTRACTING PARTY

- 2.1. The function of IPN is to act as a facilitator in the field of international printing. **It is not, and will not be, a principal contractor.** Any attempt by any Member Company to portray IPN as a contracting party to any printing contract shall, at the direction of the Board, be a fundamental breach of the Rules.
  - 2.1.1. All contracts between Member Companies shall be negotiated on an arm's length basis, and adherence to this Code of Practice shall be a condition of those contracts.

### 3. CURRENCY

- 3.1. Currency prices quoted between Member Companies shall be in the currency of the producing company. Any currency risk will be borne by the Supplier.

### 4. CONFIDENTIALITY

- 4.1. It is likely that information of a sensitive or confidential nature may be exchanged in order for two Member Companies to work together on a project. Partners agree that this information will not be used directly or indirectly for any purpose other than producing the job in question.

### 5. CUSTOMERS

- 5.1. No Supplier's Customers will be approached by another Member Company or their subcontractor during or after the job, without prior permission of the Supplier.

### 6. STAFF

- 6.1. Member Companies agree not to entice away any of each other's employees or sales representatives on the basis of information gained while working together whilst they are in membership.

### 7. PRICING

- 7.1. Pricing and subsequent invoicing of any work to a Customer shall be the sole prerogative of the Supplier, unless otherwise agreed.

### 8. TECHNICAL COMPATIBILITY

- 8.1. It is the responsibility of the two Partners trading together to ensure technical compatibility and to arrange for the exchange of necessary technical information. This information is to remain confidential and not to be used for any other purpose.



## **9. SUBCONTRACTING**

- 9.1. No work shall be sub-contracted by a Partner without the express permission of the Supplier. When subcontracting is mutually agreed, the Partner subcontracting the work remains responsible to ensure that all aspects of the Code of Practice are honoured.

## **10. RESOLUTION OF DISPUTES**

- 10.1. Without prejudice to their respective legal rights in their own jurisdictions, in the event of a dispute arising between two Partners that they are unable to resolve themselves, any dispute relating to a breach of the Rules of Membership will be settled in accordance with the disputes procedure (as defined in the Membership Responsibility Rules) and that decision will be final and binding on both parties.

## **11. LANGUAGE**

- 11.1. The official language of IPN is **English**. All documentation produced by the Board of IPN in connection with the management and administration (including membership) of IPN shall be in English only.

## **MEMBERSHIP APPLICATION PROCESS RULES AND PROCEDURE**

### **INTRODUCTION**

Before any prospective member of The International Printers Network makes an application to join it is essential that he has a clear understanding of the benefits and obligations of membership and also that the current members have a clear understanding of his company, its capabilities and scope of operations.

To meet those dual obligations a prospective member may be invited to attend the next IPN General Conference meeting as a guest at no cost to themselves other than their travel and personal expenses. Prior to the invitation being offered they would be asked to complete an Expression of Interest Form giving brief details of their organisation and also to confirm their willingness to comply with a confidentiality agreement relating to any meeting content. Subject to evaluation of this form by the Membership Committee an invitation to attend may be offered to the prospective member and if so he will be asked to make a short presentation about his company at the meeting.

If, following attendance at the conference as a guest, the prospective member wishes to make a formal application for membership, he must do so within 14 days of the conclusion of the meeting as follows :

### **1. APPLICATION PROCEDURE**

1.1. Fill out the IPN membership application and send it to your IPN Sponsor. The Sponsor will send the completed application to the Chairman of the Membership Committee who will send a copy to all nominated Members of the Membership Committee.

1.2. If there is no Sponsor, the membership application should be sent directly to the Chairman of the Membership Committee. The Membership Committee will then appoint a Sponsor. A prospective Member Company must be sponsored by a current Member.

1.3. The Chairman of the Membership Committee will publish the name, location, and brief details as submitted by the company applying for membership, on the members only section of the IPNFriends.com web site. All Members will then be aware of the application. Any comments arising regarding the applicant should be sent to the Chairman of the Membership Committee within fourteen days of publication so that he may forward these to the committee and the applicant if appropriate.

1.4. The Chairman of the Membership Committee or the Membership Committee Member that is geographically closest to the applicant will contact the applicant for any additional information required to enable the application to be evaluated.

1.5. The Membership Committee will review and compare the application against the Membership Criteria Rules together with any responses from Members relating to potential conflict of interest or competitive issues within two weeks of receipt of the application and at the absolute discretion of the Membership Committee, an applicant may be granted immediate Associate Membership and the candidate advised.

1.6. Associate Members will pay a joining fee to cover the first 12 months membership, (currently £5000 but subject to review at the discretion of the Board) 75% being due upon acceptance into associate membership and 25% 180 days later. In subsequent years an annual subscription fee (currently £2500 subject to review at the discretion of the Board) will be paid, in two six monthly payments each of 50%. Associate members will be asked to supply additional information required for the member database. All fees to be paid by direct bank to bank wire transfer and any banking / exchange charges in relation to the payment of these fees are to be met by the Associate Member / Member. All fees are subject to UK Value Added Tax at the applicable rate in force at the time the invoice is raised.

1.7. The associate member must attend at least two out of the next three IPN meetings. After the second meeting attended, the Member Companies will vote (one vote per Member Company) on whether or not to progress the associate member into full membership. If more than 10% of the membership vote to deny full membership the matter will be referred to the board of directors to decide whether the associate membership be terminated or allowed to continue. If following a positive membership vote the Associate Member elects not to take up full membership, no fees will be refunded. In the event of a negative vote no fees will be refunded and membership will cease from the date of the vote, if so decided by the board. The associate member will be informed of any decision within 45 days of the meeting.

## IPN MEMBERSHIP APPLICATION

### THE INTERNATIONAL PRINTERS NETWORK LIMITED

**Company Number: 4833214**

*whose registered office is at:*

**Priors Lodge, 3 Priors Wood, Crowthorne, Berkshire, RG45 6BZ, United Kingdom**

The International Printers Network Limited (the “**Company**”) is a company limited by guarantee. This means that it does not have shares or shareholders, but instead it has members. Its day-to-day management is carried out by the directors, (“**the Board**”) but on becoming a full member you will be entitled to do the following things:

- to attend and vote at general meetings;
- to receive the annual accounts of the Company;
- to participate in a vote to elect the Chairman;
- to participate in a vote to elect directors to the Board;
- to participate in a vote on any fundamental changes to the nature of the Company, its name, its purposes;
- to participate in a vote to elect an associate member into full membership.

**You will not be entitled to receive any dividend or other income from the Company.**

**An Associate Member should attend all meetings but is not entitled to vote.**

**If the Company makes a profit this will be retained to help pay for the Company's activities in the subsequent years.**

The constitution is made up of the Memorandum and Articles, the Code of Practice and the Rules. The Memorandum sets out what the Company can do and why it exists; and the Articles deal with the holding of meetings, the admission of members, the election of directors and other rules relating to the running of the Company. These are legal documents that are registered as the public records of the Company held at the England and Wales Public Register of Companies (Companies House, Crown Way, Cardiff CF14 3UZ; Tel 0870 333 3636; [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)). They may also be inspected at the address set out above. The Rules also govern membership of the Company; these are determined by the Board.

Save as mentioned below you will not be liable for any debts of the Company by becoming a Member. You will not be liable if someone brings a legal case against the Company. This is because like most other companies IPN is a limited company, which means your liability as a Member is limited. (This does not prevent a claim being brought against a Member or their company if they are considered to be at fault directly).

If the Company is wound-up (which could happen, for example, if it cannot pay its debts as they fall due) then you will have to pay **no more than £1** to the Company. This is the amount that you ‘guarantee’ or promise to pay to the Company by becoming a Member, as set out in paragraph 5 of the Memorandum.

If you would like to become a Member, the procedure is as follows:

**Complete the attached form and declaration:**

1.	Name of Company:	
2.	Name of Applicant and job title within the Company:	
3.	Correspondence Address:	
4.	Telephone Number:	
5.	Fax Number:	
6.	E-mail address:	
7.	Annual turnover for the last 3 years, identifying year-end:	
8.	Parent Company (if applicable):	
9.	Subsidiaries and locations (if applicable):	
10.	All major shareholders with more than 10% of equity:	
11.	List of membership of any trade organisation or groups:	
12.	List of any other trading or sales locations:	
13.	How long as the business being trading:	
14.	What markets are you currently operating in and state whether you are currently working for any multinational customers:	
15.	List any existing experience in any international projects:	
16.	List any experience you have in relation to work produced in other languages other than your own:	

17.	Supply an up to date plant list, including details of computer networks and software packages currently being used:	
18.	List any special skills or products in which you have special expertise:	
19.	Is there any other information which is relevant to your application:	
20.	Have you been in contact with or do you know any existing IPN member(s)?	
21.	Describe hours of operation and capacity levels:	
22.	Please forward your completed application by post to a sponsor (or to the company's office, addressed to the Chairman of the Membership Committee, if you have no sponsor):	

**Declaration:**

I, ....., being ..... of

(name)

(position)

.....  
(company)

wish to become a member of The International Printers Network Limited, subject to the provisions of the Memorandum and Articles of Association of the Company, the Code of Practice and the Rules ("the Constitutional Documents") which are the sole basis which determine the contractual position between my company and the IPN.

I agree to the above information being circulated to Members in support of my application and in all other respects acknowledge that the Company will comply with the requirements of the Data Protection Act 1998 imposed by UK legislation as amended from time to time.

I agree to pay to the Company an **amount of up to £1** if the Company is wound-up while I am a member or for up to 12 months after I have left the Company.

I agree also to be bound by the Constitutional Documents of the Company whilst I am an Associate Member.

I accept that my application for membership will be dealt with in accordance with the Rules and that this agreement shall be considered as a contract made in England and subject to the laws of England and Wales.

Any dispute regarding this contract will be subject to the exclusive jurisdiction of the courts of England and Wales

As the authorised officer of my company, I understand that IPN will not be a principal contracting party to any printing contracts of which my company may be a party, and on behalf of my company, I waive any and all rights (past, present and future) to bring any claim of any nature against IPN in relation to any such contracts.

**Signed** .....

**Dated** .....