

IRATA BYE-LAWS

1. ASSOCIATION NAME AND WEBSITE

The organisation is a membership trade association named Industrial Rope Access Trade Association which operates as a company limited by guarantee called IRATA International (**IRATA**). IRATA's website can be found at www.irata.org.

2. THESE RULES, THE ARTICLES AND IRATA POLICIES

These rules are referred to in the Articles of Association as the Bye-Laws (**Bye-Laws**). The Articles of Association is the constitution of IRATA which can be found on the IRATA website and at Companies House as may be amended by a special resolution of the members from time to time (**Articles**).

In applying to become a member, applicants should read these Bye-Laws, the Articles and all policies and procedures applicable to members including, without limitation, the code of ethics, codes of practice, the training, assessment and certification scheme rules, the standard penalties policy and such other policies which are available on the IRATA website (which may be amended, updated or replaced from time to time, or such additional policies as implemented) (**Policies**).

Upon acceptance as a member of IRATA, such member shall be bound by and adhere to the Articles, Bye-Laws and Policies which shall govern its membership.

These Bye-Laws may be amended, updated or replaced by a simple majority decision of eligible members who cast their vote.

3. APPLICATIONS FOR MEMBERSHIP

- 3.1 Each applicant is required to fully complete (in English) and submit the IRATA application form, giving details of which category of membership it is applying for (as detailed below), provide accurate information regarding the applicant (including contact details) and meet the specific requirements for the relevant category of membership and conditions applicable to all members as set out below.
- 3.2 Applications will be processed by the membership department. Where membership is not accepted, the applicant shall be notified of the reason(s), in writing, and shall have the right of appeal which should be made in accordance with the complaints and appeals procedure.
- 3.3 Once accepted as a member, such membership is assigned to a sole legal entity and is not transferable.

4. APPLICATION FEE & SUBSCRIPTIONS

Each applicant shall pay to IRATA a non-returnable application fee, which will include the cost of the Probationary membership audit, and thereafter an annual subscription. In the event of an applicant not meeting all the initial requirements further audits may be required; the cost of which will be payable by the applicant. Annual subscriptions may vary according to the category of membership. They shall be set, or altered, from time to time by the Executive Committee.

Application and subscription fees shall be displayed on the IRATA website.

5. CATEGORIES OF MEMBERSHIP

5.1 Probationary Membership

(A) Types

Probationary membership shall be open to the following:

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Operator: organisations which undertake operations utilising industrial rope access techniques (other than training).

Trainer: organisations which undertake the training of personnel in all techniques of industrial rope access according to the current IRATA scheme.

These shall be known as: Probationary Member (Operator); Probationary Member (Trainer).

(B) Requirements

Applicants shall submit their rope access management systems for an IRATA probationary audit before becoming a Probationary member. The auditor may request site visits as part of the Operator and Trainer audit(s) where appropriate. If there are 'un-verifiable' sections in the probationary audit, a further audit visit may be necessary.

Successful completion of the probationary audit and subsequent approval by an audit panel demonstrates that the member has satisfied the initial requirements for IRATA membership. During the probationary period the member is able to participate in the work of the association and benefit from information provided, attendance at meetings and discussions of mutual interest. When the Full audit is due it is expected that the member will have verifiable evidence of working safely to IRATA requirements.

Initial membership shall commence from the date of probationary audit approval. An IRATA membership number will be issued, which should be used to confirm the IRATA membership status. Prior to this date a prospective member shall not represent themselves as an IRATA member in any form of documentation, website or commence IRATA training.

Organisations wishing to apply for full membership shall normally complete a minimum of one year as a Probationary member in the type(s) of full membership required.

Probationary members shall undertake an IRATA Full Audit within 60 days following the first anniversary of their Probationary membership appointment date, failure to do so shall result in membership termination and the requirement to re-apply for membership through the IRATA membership application procedure. A period of up to 90 days from the audit date shall be provided in order to correct non-conformances identified at audit.

Where the management personnel of a Probationary member have previous experience of the successful management of an IRATA full member then the one-year probationary period may not be appropriate and may be reduced to a probationary period of not less than four months at the discretion of IRATA.

(C) Multiple Type Memberships

It is permissible to be a Probationary member of more than one type (e.g. operator and trainer) provided that the requirements of each type are met.

5.2 Full membership (subject to successful audit)

(A) Types

Full membership shall be open to the following:

Operator member: organisations which undertake operations utilising industrial rope access techniques (other than training).

Trainer member: organisations which undertake the training of personnel in techniques of industrial rope access according to the current IRATA schemes.

These shall be known as: Full Member (Operator); Full Member (Trainer).

(B) Requirements

The Probationary member shall have successfully met the requirements of a full membership audit.

(C) Multiple Type Memberships

It is permissible to be a Full Member of more than one type (e.g. operator and trainer) provided that the requirements of each type are met.

(D) Group Membership

Companies who apply for membership as a holding or parent entity will be required to declare all subsidiaries within their group that intend to undertake rope access operations or rope access training. Each subsidiary entity undertaking rope access operations or rope access training will be subject to audit upon application and in accordance with member audit policy thereafter. Such subsidiary entities will be required to pay a supplementary annual subscription fee for each subsidiary, as published in the IRATA price list.

5.3 Associate Membership (not audited)

Associate membership may be granted to rope access support services, for example, equipment manufacturers/providers or suppliers of services which do not fall into the categories outlined in the other types of membership.

Associate membership of IRATA is offered in the spirit of collaborative and mutual interest. Applications are considered on a case by case basis and membership will be granted at the discretion of IRATA. IRATA reserves the right to withdraw associate membership at its discretion

6. CONDITIONS APPLICABLE TO ALL MEMBERS

6.1 Members shall:

- (a) be a legal corporate entity, such that it can be held legally responsible for its corporate activities;
- (b) keep IRATA informed about any changes in terms of its contact details, address(es), new offices/branches, ownership or management;
- (c) declare to IRATA all their national and international companies, branches and associates that conduct rope access or rope access related activities;
- (d) provide their organisation's identity details and those of any affiliates which share company procedures, resources, training venues, management or insurance cover. These affiliates shall be included in the membership application;
- (e) limit IRATA membership certification to the company and scope of membership granted. IRATA membership is not transferable;
- (f) notify IRATA, in writing, should they wish to change their trading name, prior to any changes being implemented;
- (g) notify IRATA, in writing, if their organisation is sold, or amalgamated into another organisation. This may result in the need for a re-audit depending on whether or not there is significant change to personnel or procedures and failure to notify the above changes could result in suspension or withdrawal of membership;
- (h) pay any required fees in Great British Pounds (or such other currency as determined by IRATA) within the terms stipulated on the invoice;

- (i) ensure that an appropriate company representative attends the Annual General Meeting or a properly convened meeting of their local IRATA Regional Advisory Committee within each 12-month period from April to March so that they are fully conversant with the activities, workings and requirements of IRATA. Non-compliance shall be subject to the provisions of the IRATA Complaint and Appeal process;
- (j) ensure they regularly log onto the IRATA website (www.irata.org) to keep up- to-date with all Policies, notices, minutes, guidance and news contained thereon;
- (k) further the objectives of IRATA to the best of their ability and follow all Policies and comply with these Bye-Laws and the Articles;
- (l) ensure that all the rope access technicians undertaking rope access operations are appropriately IRATA qualified;
- (m) ensure that all rope access operations are directly supervised by IRATA Level 3 rope access technician(s) and that all rope access personnel shall hold current IRATA qualifications;
- (n) not undertake industrial rope access operations (work) without having IRATA 'Operator' membership in place (as defined in 5.1, A above);
- (o) submit safety records to IRATA each quarter. If a record is not submitted within three months of the due date suspension will result;
- (p) provide IRATA with factual information within 7 days of any incident, if it involves: fatal, major, minor injuries or dangerous occurrence including where a rescue/retrieval was required, failure of any load bearing part of the rope access system, other significant 'near-miss' or an incident where members could benefit from a production of a safety notice. This initial report should include the type of work situation e.g. offshore and window cleaning and type of accident/incident e.g. fall, falling object and blasting;
- (q) provide IRATA, when instructed, further information regarding an incident, where provision of such information does not interfere or compromise investigation by other legal or law enforcement agencies;
- (r) provide IRATA with the details of the following (Key Personnel) who are required as part of any membership:
 - i. **Technical Authority** - the appointed Technical Authority shall have: proficient knowledge and experience of rope access management systems and be available to demonstrate as such at audit; the ability to create, implement and control an appropriate rope access management system; the ability to communicate the IRATA requirements to company directors, managers, supervisors and rope access technicians; held, or currently hold, an IRATA Level 3 qualification. The Technical Authority shall be an employee of the member or group member company (or applicant for IRATA membership).
 - ii. **Elector** - the person within the member company who will receive and return the ballots for all elections, surveys and requests for information from IRATA.
 - iii. **Rope Access Management Representative** - the Rope Access Management Representative shall be responsible for ensuring that those in control of rope access work scopes are competent and are complying with IRATA requirements to ensure safe systems of work are in place.

The Rope Access Management Representative shall have held, or currently hold, an IRATA Level 1 qualification (although an IRATA Level 3 qualification is not a requirement it is strongly recommended) and shall be an employee of the member or group member company (or applicant for IRATA membership).



- iv. **Lead Instructor/Trainer** - The nominated person within the member company who manages the training program and will receive communications regarding IRATA training. The Lead Instructor/Trainer shall hold an IRATA Level 3 Qualification (although an IRATA Instructor qualification is not a requirement it is strongly recommended). This contact is only required for companies with training membership.
 - v. **Finance Contact** - The contact for the member who will receive invoices and associated correspondence from the IRATA Accounts Department.
 - vi. **Website Administrator** - The person who will have access to the members' area tools on the IRATA website, (e.g. the "company directory editor" and "post a job" tool.)
 - vii. **Quarterly Safety Returns Contact** - The person within the member company who receives all communications and links to provide the mandatory submission of quarterly returns, accident and incident reports. This person will also be responsible for the distribution of IRATA safety communications within the member company and maintain an auditable record of how this is done.
- (s) notify IRATA immediately if any of the Key Personnel defined above and detailed on the IRATA annual declaration form, or membership application form, no longer represents the member and supply details of their replacement(s). If a named Key Personnel is no longer employed by the member so as to render it without the management and supervisory expertise considered necessary for safe rope access activities, the member may be suspended;
 - (t) cease undertaking rope access operations or rope access training in cases where the Technical Authority or Rope Access Management Representative are no longer employed or are unable to perform their roles;
 - (u) complete an IRATA annual declaration, by 30th April each year (unless notified otherwise) confirming continued compliance to the membership requirements of IRATA;
 - (v) complete an internal audit of the rope access management system, covering all IRATA membership requirements by 30th April each year, or more frequently as required, to confirm continued compliance with the membership requirements of IRATA;
 - (w) own or have a license to use all procedures, manuals and documents that will be presented for audit to IRATA;
 - (x) co-operate fully with IRATA in relation to any complaint made by, against or involving it; and
 - (y) correspond with IRATA in the English language at all times.

7. AUDITS

(A) Procedure

An IRATA Audit shall be undertaken on a full member every 3 years, though audits should be undertaken no less than 90 days prior to the membership certification expiry date. The cost of full and re-audits shall be borne by the member, including an administration fee as defined in the IRATA price list. Re-audits shall commence with a self-assessment by the member checking its documentation and procedures against the IRATA membership requirements current at the time of the re-audit. IRATA may also require a member to undergo a surveillance audit at any time, the full cost of which will be borne by the member. Such a requirement, with reason(s) given, shall be notified to the member. Failure to adhere to a surveillance audit requirement may lead to the suspension and subsequent termination of the member.

All venues in which IRATA training and assessments are carried out shall have successfully passed an IRATA training venue audit undertaken by an IRATA auditor and shall maintain compliance with IRATA audit requirements thereafter.

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(B) Non-conformance

Major non-conformances identified at audit shall result in the member being suspended. If after 180 days, the member fails to provide evidence of the corrective action for the major non-conformance then the membership shall be terminated with immediate effect.

Minor non-conformances identified at audit shall be evidenced to have been effectively corrected within 90 days of the audit date, or prior to the membership certification expiry date, whichever is the sooner. Failure to do so within 90 days shall result in the member being suspended and membership terminated upon the certification expiry date or after 180 days, whichever is the sooner.

In instances of membership termination, the terminated member company shall be required to reapply for membership through the IRATA membership application procedure.

8. IRATA LOGO AND INTELLECTUAL PROPERTY

- 8.1 The IRATA Logo is a registered trademark. Each member is issued with a unique logo which incorporates their membership number and cannot be used by non-members. Full, Probationary and Associate members shall only use the IRATA logo bearing their unique membership number, as provided by IRATA.
- 8.2 All intellectual property rights arising out of or in connection with the Bye-Laws, Policies, website content or other information supplied by IRATA shall vest in and solely belong to IRATA.
- 8.3 The IRATA logo shall not be used in any certification of any kind, irrespective of the training to which the said certificate relates except for those issued by IRATA.
- 8.4 The colours, design, font and aspect (width and height) ratio of the IRATA logo shall not be altered.
- 8.5 The use of the IRATA logo or reference to IRATA does not transfer any civil or criminal liability, resulting from the activities of the member or its employees.
- 8.6 The IRATA logo in any form shall not be used, for example, on: the member's equipment; commercial products; packaging; materials which are available for sale; and items provided as free samples or giveaways.
- 8.7 In the case of membership certification expiry, suspension or termination of membership, the member shall immediately cease using any material containing the IRATA logo or reference(s) to holding current IRATA membership.

9. SUSPENSION OR TERMINATION OF MEMBERSHIP

- 9.1 Membership of IRATA shall permanently cease:
 - (a) In accordance with clause: 7. AUDITS (B);
 - (b) if a member gives notice in writing of their intention to withdraw from IRATA; in the event of the liquidation, bankruptcy, or winding up of a member, or if a member ceases to trade;
 - (c) if, in the reasonable opinion of the Executive Committee, a member has brought IRATA into disrepute;
 - (d) if a member fails to comply with these Bye-Laws, the Articles or Policies and such non-compliance, if curable, is not corrected within the timeframe stipulated by IRATA, and the Executive Committee has voted by a simple majority for membership withdrawal;

- (e) if an overdue recertification audit has not been undertaken up to 90 days following certificate expiry.
- 9.2 A member may be suspended if:
- (a) it fails to comply with or breaches these Bye-Laws, the Articles or any Policies;
 - (b) an IRATA auditor has evidenced non-conformance findings and recommends to IRATA that such member is suspended, subject to such recommendation being upheld by an audit panel convened by IRATA;
- 9.3 Written notice of suspension shall be given to a member stating the reasons for suspension including how long such suspension shall remain in place.
- 9.4 No member (suspended or terminated) shall be relieved from any liability to IRATA in respect of any unpaid fees which were due before or become due after the date of their suspension or ceasing to be a member (as applicable) unless the Executive Committee shall otherwise determine.
- 9.5 Those whose membership has been withdrawn shall have the right of appeal in accordance with the complaint and appeal procedure.
- 9.6 Previous suspension or removal of membership shall not preclude the prior member from subsequent re-application and, subject to approval in accordance with these Bye-Laws, re-admission to membership at any time thereafter.

A handwritten signature in black ink, appearing to be 'J. G.', written over a horizontal line.