



Stove Industry Alliance (SIA)

Application Form for associate membership of the SIA Retail Group

Company / Business Name	
Trading Name (if different)	
Registered Address	
Registered Number (if applicable)	
Trading Address(es) if different to Registered Address	
Contact phone number	
Email Address	
Website Address	
Description of business activities:	

Stove Industry Alliance (SIA)

Application Form for associate membership of the SIA Retail Group

Retail trading name(s) covered by proposed SIA membership	
Company representative who would attend SIA Retail Group meetings	
Details of owners / directors of the Company / Business	

The Company / business applying for associate membership of the SIA Retail Group agrees:

1. That it has received attached to this application form a copy of the Stove Industry Alliance Constitution and Terms and Conditions of Membership of the SIA (May 2019) and the SIA Privacy Policy and agrees to be bound by these terms and conditions and to ensure it complies with them at all times whilst an associate member of the SIA Retail Group.
2. It has received notification of the annual subscription fees for the SIA Retail Group and that it will pay these on demand if the application to join is successful.
3. The Application for Membership of the SIA Retail Group will be considered as soon as possible by the SIA Executive or its delegated representatives in accordance with the Terms and Conditions of Membership prevailing at the date of application, and a decision will be advised in writing to the applicant.

Signed by an appropriately authorised Director, Owner or Officer of the Applicant Retail business as agreement to the terms and conditions of application for membership of the SIA Retail Group as set out above.

Signature

Date

Name

Position



Stove Industry Alliance - Privacy Policy & Consent.

This privacy policy explains how the Stove Industry Alliance uses any personal information it collects about you when you complete the Membership Application Form or the associate membership application form or provide contact information as a Member or associate member of the Stove Industry Alliance.

What information do we collect about you?

We collect the information you provide on the Membership Application Form or the associate membership application form or provide separately as a member or associate member, which includes the name, address, email address and phone numbers of contacts you provide for your business.

How will we use the information about you?

We collect information about you and the contacts provided to be able to process your membership, manage your membership, and, if you agree, to email you about the activities of the Stove Industry Alliance, including newsletters, updates, technical guidance notes and information about meetings, including agenda's and minutes.

The Stove Industry Alliance Limited will not share your information for marketing purposes with any other companies or third parties.

Marketing

We would like to send you information about services of ours, which may be of interest to you. If you have consented to marketing, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes, and if you no longer wish to be contacted for marketing purposes please email us as at the contact address below.

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email us or write to us at the contact address below. We reserve the right to make a small charge for this service.

Changes to our privacy policy

We keep our privacy policy under regular review, and we will place any updates on the members area of our website. This privacy policy was last updated on 29th May 2019 by the SIA Executive.

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you:

- By email at david@stoveindustryalliance.com
- Or write to us at Stove Industry Alliance Limited, The Barn, Old Shirehorse Centre, Clifford Lane, Clifford Chambers, Stratford-Upon-Avon, Warwickshire, CV37 8HW

PLEASE COMPLETE AND SIGN THE CONSENT FORM ON THE REVERSE SIDE



Stove Industry Alliance - Privacy Policy & Consent.

Name: _____

Company: _____

Position: _____

Date: _____

I have read the Stove Industry Alliance Limited Privacy Policy and consent to the information provided on the SIA Retail Group Membership Application Form or other contact information previously provided by our business to the Stove Industry Alliance being used by Stove Industry Alliance Limited in accordance with that Privacy Policy.

I confirm that I have made all people whose contact details have been provided to the Stove Industry Alliance Limited aware of their information provided and of the Stove Industry Alliance Limited Privacy Policy. I have their authority to give their consent as set out above, and that they are aware of how to withdraw consent.

Signature: _____



Stove Industry Alliance (SIA)

Constitution & Terms and Conditions of Membership of the SIA (May 2019)

1. NAME

The organisation will be known as the Stove Industry Alliance but for all marketing and communication purposes will be referred to as the SIA.

2. DESCRIPTION

The Stove Industry Alliance (SIA) is an alliance of manufacturers, distributors, advisory/test house bodies and other interested parties who sell stoves, both space heaters and boiler stoves, and also flue and chimney products and fuel. The SIA is interested in the mix across the stove and fireplace industry and its mission statement and objectives follow. The use of the word 'stove' is used in a generic fashion to represent the whole industry.

The SIA has also formed the SIA Retail Group, to allow Stove and Fireplace retailers to be represented by the SIA and to also facilitate better communication between the Stove and Fireplace manufacturers and retailers.

3. CORPORATE STRUCTURE & MEMBER GUARANTEES

The SIA is a company limited by guarantee. All Members of the SIA therefore guarantee the company to a limited liability. Every member of the company undertakes to contribute to the assets of the company in the event of it being wound up while he/she is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs, charges and expenses of winding up and for the adjustments of the rights of contributories among themselves such amount as may be required not exceeding £1.

If upon the winding up or dissolution of the Company there remains after the satisfaction of all of its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its income to its or their members. Such institutions to be determined by the Members of the Company at or before the time of dissolution.

All manufacturers and distributors of stoves (both space heaters and boiler stoves), flue and chimney products and fuel accepted into membership will be Members of the SIA.

All component suppliers and advisory/notified/certification bodies will be Members of the SIA.

All retailers of stoves and fireplaces can apply to join the SIA Retail Group and will be referred to in these terms and conditions as “associate members”. It should be noted that associate members are non-voting members, being a new class of member set up within the meaning of the SIA’s Articles of Association. This class of member has been created to further the objectives of the SIA and benefit the associate members but does not have any voting rights in respect of the SIA. However, as members of the SIA they do guarantee the liabilities of the SIA in the event it is ever wound up to an amount as required not exceeding £1. Furthermore, in order to enjoy the advantages of being part of the SIA Retail Group and to remain associate members they must abide by these terms and conditions as the context requires. In these terms and conditions, we refer to full Members with voting rights with a capitalised “M”.

4. SIA MISSION STATEMENT

To promote and explain the benefits and environmental advantages of stoves as heating appliances.

5. SIA OBJECTIVES

- a. To lobby and influence government on legislation affecting stoves and to promote their benefits and environmental advantages.
- b. To promote and explain the benefits and environmental advantages of stoves as heating appliances
- c. To maintain an independently audited system to monitor stove sales trends in the UK.
- d. To provide a brief to HETAS of those issues that fall within HETAS’s remit and are necessary fulfill the objectives of the SIA.
- e. To promote the nature of SIA Member’s and associate members products and services and how to assess the quality, safety and efficiency of these products.
- f. To emphasise that the Members and associate members of the SIA commit to ensuring that their products meet the appropriate standards of quality, safety and efficiency.

6. MEMBERSHIP & CONDITIONS OF MEMBERSHIP

- a. The SIA administrative year starts on 1st July and membership will run annually from this date, subject to the Member or associate member having paid the relevant annual subscription fee.
- b. Annual subscription fees must be paid by the 15th July each year, and failure to do this may result in the Member having their membership terminated and in the case of an associate member, having their membership of the SIA Retail Group terminated. Accordingly, the SIA Executive Committee will review payment of membership subscriptions and may, at its discretion, terminate the membership of any Member or associate member who has not paid within 14 days of a formal request for payment by the SIA Executive Committee.
- c. Members and associate members agree to abide by these Terms and Conditions of Membership in so far as they do not prejudice their obligations or rights in law.
- d. It is a condition of membership of the SIA that all Members and associate members adhere to and comply with these Terms and Conditions of Membership. Failure to do this may result in this failure being raised with the SIA Executive Committee. If the SIA Executive Committee decides that a Member or associate member has not complied with the terms and conditions of membership of the SIA, then it will ask the Member or associate member for an explanation and to rectify any breach of the terms and conditions and to comply with the terms and conditions within 14 days.
- e. Failure to comply with such a request of the SIA Executive Committee may result in the SIA Executive Committee ruling that the non-compliant Member or associate member’s membership is terminated with immediate effect. In this event, the SIA does not provide any membership fee refunds and any rights to use the SIA logo’s or accredited schemes, such as Eco-Design Ready or SIA Retail Group will terminate with the membership.

- f. An SIA Member or associate member can also be voted out of the SIA via the same process as for new Member applications by the SIA general meeting on the consideration of and by the SIA Executive Committee's formal recommendation.

7. MEMBER'S OBLIGATIONS & ETHICS

- a. All Members and associate members agree to use the SIA logo's and any SIA accreditations only in association with businesses that are Members or associate members of the SIA or with products or retail premises that meet the accreditation criteria and have been independently verified as meeting these criteria.
- b. All SIA Members and associate members undertake that all their burning appliances requiring approval, will have been tested and independently verified by reputable and appropriately qualified test authority, and that their products comply with the approval requirements.
- c. All SIA Members and associate members undertake that all flue system products requiring approval, will have been tested and independently verified by reputable and appropriately qualified test authorities, and that their products comply with the approval requirements.
- d. All SIA Members and associate members undertake that any fuel they supply for a wood burning appliance will, where appropriate, meet, by the end of 2020, the Woodsure compliant criteria and the "Ready to Burn" requirements in respect of moisture content and sustainability.
- e. The SIA has committed to the UK Government that by 2020 all Members who manufacture or distribute wood burning stoves will ensure, where appropriate, that these stoves meet the EcoDesign criteria, set out under the requirements of Directive 2009/125/EC of the European Parliament and Council. All SIA Members agree to ensure compliance with this commitment.
- f. All SIA Members agree that they will only use the SIA EcoDesign Ready logo and terminology in respect of products that have been approved as being EcoDesign Ready compliant by an appropriately qualified independent test authority, and that they have had this independently verified by HETAS, who have been appointed to monitor the SIA EcoDesign accreditation scheme.
- g. SIA Members manufacturing or distributing wood burning products agree to control testing of SIA EcoDesign Ready logo products if this is introduced by either the SIA or HETAS.
- h. SIA Members will not run websites or other forms of social media that review or comment on other SIA Members' products.
- i. If an SIA Member or associate member has a complaint about another SIA Member or associate member or another SIA Member's products, then the Member will raise it with the SIA Chairman, who in conjunction with the SIA Executive Committee, will investigate the complaint and take appropriate action.
- j. SIA Members and associate members agree that they will not run negative advertising campaigns or publish negative statements about other SIA Members or associate members.
- k. All SIA Members selling any wood burning appliances agree to submit by the 15th day of the month following the calendar quarter end, the sales unit statistics required to maintain the SIA's objective of having an independently audited system to monitor stove sales trends. The SIA statistics will then be made available only to those Members who have complied with their obligations under this clause. All Members undertake to keep the SIA statistics confidential, but it is agreed that where appropriate the SIA Executive Committee may use and publish the SIA sales statistics to further the objectives of the SIA. In the absence of exceptional circumstances, failure to comply with this condition will normally result in a Member being asked to leave the SIA in accordance with procedures set out in these terms and conditions.
- l. The SIA sales statistics will be made available to all Members who do not sell any wood burning appliances, and who have conformed with all the relevant SIA Terms and Conditions of Membership, on an annual basis.

- m. SIA Members agree to send appropriately senior representatives to the SIA meetings, and that such representatives will have the authority to make decisions and bind their company/business in respect of the SIA business on the agenda for the meeting.
- n. SIA associate members in the SIA Retail Group agree to ensure that any stoves or fireplaces they install or organised to be installed will be installed by an appropriately registered installer who is registered under a recognised competent persons scheme.
- o. SIA associate members in the SIA Retail Group agree to ensure that they will provide an appropriate level of pre-sales advice and after sales support and complaints procedures to meet the overall objectives of the SIA.
- p. SIA associate members in the SIA Retail Group agree to ensure that they only sell solid fuel heating appliances that conform with all the relevant standards and regulations prevailing at the date of sale.

8. SIA TECHNICAL COMMITTEE & SIA COMMUNICATIONS

- a. The SIA Technical Committee will consider various technical matters relevant to the industry and that could impact on proposed changes in regulations and standards.
- b. As part of this work the SIA Technical Committee may issue guidance notes or minutes setting out information or an opinion or advising on an appropriate course of action for SIA Members or associate members.
- c. All SIA Members and associate members accept that any such guidance notes or minutes setting out information or an opinion or advising on an appropriate course of action for SIA Members or associate members are made without any liability for their content by the SIA; and the SIA Members and associate members have a duty of care to independently verify and confirm any information given by the SIA Technical Committee before acting on it.
- d. All SIA Members and associate members are aware that the SIA does not maintain insurance for any such information or publications and that the SIA only provides this information in good faith to its Members and associate members for their benefit in putting forward an industry opinion.
- e. All SIA Members and associate members therefore agree not to hold the SIA or the SIA Technical Committee liable for any loss or costs or other liability arising from any SIA or SIA Technical Committee communications, minutes or guidance notes.
- f. All SIA Members and associate members agree to hold harmless the SIA against actions instigated against the SIA as a result of any SIA communication being relied upon by any third party.
- g. Nothing in these terms and conditions shall have the effect of excluding or limiting the liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability that cannot be excluded by law.

9. NEW MEMBER APPLICATIONS

Applications for membership of the SIA are welcomed subject to the following;

- a. Applicants must complete the SIA's application form and be proposed and seconded by two different and existing Members.
- b. It is the responsibility of the applicant to arrange for a proposer and seconder.
- c. All new Member applications will be subject to consideration by the SIA Executive Committee who will make a formal decision by a majority vote as to whether to accept the application or not. The applicant will usually be notified of the decision of the SIA Executive within 14 days of the decision.
- d. A joining fee of one year's annual subscription will apply to all new Member applications, unless the SIA Executive Committee decides in its discretion to waive or vary this joining fee.
- e. Invitations to join the SIA may be made by the SIA Executive, and the subscription fees charged for such members shall be in line with the prevailing subscription fees at the date of joining, subject to

the SIA Executive Committee's discretion on the pro-rata element for period to the next annual renewal.

Applications for associate membership of the SIA Retail Group are welcomed subject to the following;

- a. Applicants must complete the SIA Retail Group's application form and agree to the Constitution & Terms of Conditions of Membership set out in this document.
- b. Applications for Membership of the SIA Retail Group will be considered as soon as possible by the SIA Executive or its delegated representatives in accordance with the Terms and Conditions of Membership prevailing at the date of application, and a decision will be advised in writing to the applicant.
- c. Invitations to join the SIA Retail Group as an associate member may be made by the SIA Executive, and the subscription fees charged for such members shall be in line with the prevailing subscription fees at the date of joining, subject to the SIA Executive Committee's discretion on the pro-rata element for period to the next annual renewal.

10. SUBSCRIPTIONS

Members and associate members of the SIA will pay an annual subscription of an amount to be determined each year at the May meeting of the SIA (see 6 and 7 above).

11. HONORARY MEMBERS

Where appropriate, the SIA Executive Committee may, in agreement with all Members, provide honorary membership to any enterprise that offers benefits or advantages to SIA Members given that any such honorary members agree to abide by these Terms and Conditions of Membership. Such honorary membership may be withdrawn by the SIA Executive if the honorary member fails to comply with these terms and conditions of membership or enters into activities that are not compatible with the objectives of the SIA.

12. MEETINGS / VOTING

- a. Meetings of all Members (SIA general meetings) will take place three times a year with the dates of meetings agreed in advance and at the start of each SIA administrative year. These meetings will normally be in February, May and September.
- b. Meetings of the Executive Committee will be arranged on an ad hoc basis but will be not less than three per year.
- c. Extraordinary meetings will be called as required and approved by the Executive Committee.
- d. The September meeting in any administrative year will also be the Annual General Meeting (AGM) of the SIA.
- e. Voting rights shall be one vote per full Member. For the avoidance of doubt associate members have no voting rights whether in General Meetings of the Members of the SIA or otherwise and any invitation to associate members to attend any general meetings of the SIA and to speak at the same are at the entire discretion of the SIA Executive Committee. Normally votes will be based on a vote or poll of the Members attending the General Meeting, but the SIA Executive may at its discretion put an issue to a vote of the Members by email, provided that 14 days' notice is given of the required date to register a vote by email.
- f. On a show of hands every Member present in person at a general meeting shall have one vote and on a poll every Member present in person or by proxy shall have one vote. No Member shall be entitled

to vote at a meeting unless all monies payable by him/her to the SIA (including subscription fees) have been paid.

- g. Members are requested to send one person from their organisation to the general meetings. No more than two people per Member will be permitted to attend a general meeting.
- h. A quorum of twelve (12) Members is required for resolutions at general meetings.
- i. Meetings of the SIA Retail Group will be held twice a year at regional venues to be agreed by the Executive of the SIA Retail Group. These will normally be in September and March. The Executive of the SIA Retail Group has the authority to change the dates and frequency of the meetings of the SIA Retail Group as long as these changes are agreed by the majority of associate members of the SIA Retail Group.

13. DIRECTORS, OFFICERS, EXECUTIVE COMMITTEE & REMUNERATION COMMITTEE

The Officers of the SIA shall comprise the Chairman, the Treasurer, the Vice Chairman.

- a. Officers will be elected or confirmed on an annual basis at the AGM.
- b. Officers will be elected to serve for a period of two (2) years from the date of the AGM with the option to stand down at the end of the first year.
- c. The SIA Retail Group will also elect its own Chairman and Vice-Chairman, who will oversee the running of the SIA Retail Group subject to complying with the SIA Executive's governance. The SIA Retail Group Chairman and Vice-Chairman will be elected to serve for a period of two (2) years from the date of the September meeting of the SIA Retail Group with the option to stand down at the end of the first year. At the end of the two-year appointment, the SIA Retail Group Chairman and Vice-Chairman may offer themselves for re-election.
- d. The SIA Executive is elected annually by Members at the AGM. The intention of the SIA Executive is to have an appropriate mix of skills, experience and Member representation. The Executive will normally comprise the Chairman, Treasurer, Vice-Chairman, Chair of the SIA Technical Committee, the Chairman and Vice-Chairman of the SIA Retail Group and a maximum of four further elected Members. All Executive members will be elected to serve for a period of two (2) years from the date of the AGM with the option to stand down at the end of the first year. At the end of the two-year appointment, the Executive Members may offer themselves for re-election.
- e. Any Member wishing to stand for election to the SIA Executive, shall submit their name supported and nominated by two other Members to the Chairman or Treasurer at least one month in advance of the AGM, which will be held in September each year. If appropriate, the Treasurer or Chairman will then advise Members of a ballot to elect the SIA Executive Members in addition to the Officers.
- f. The SIA Retail Group Executive is elected annually at the September meeting of the SIA Retail Group. The intention of the SIA Retail Group Executive is to have an appropriate mix of skills, experience and member representation. The SIA Retail Group Executive will normally comprise the SIA Chairman, SIA Retail Group Chairman, SIA Retail Group Vice-Chairman and a maximum of four further elected members. All SIA Retail Group Executive members will be elected to serve for a period of two (2) years from the date of the September meeting of the SIA Retail Group with the option to stand down at the end of the first year. At the end of the two-year appointment, the SIA Retail Group Executive members may offer themselves for re-election.
- g. Any associate member wishing to stand for election to the SIA Retail Group Executive, shall submit their name supported and nominated by two other associate members of the SIA Retail Group to the Chairman of the SIA Retail Group at least one month in advance of the September meeting of the SIA Retail Group. If appropriate, the Chairman of the SIA Retail Group will then advise the associate members of a ballot to elect the SIA Retail Group Executive members.

- h. The Officers and the SIA Executive may at their discretion appoint the Directors of the Limited Company by Guarantee. There shall be no maximum number of Directors and the minimum number of Directors shall be two. The Chairman will normally be a Director. Any Director so appointed shall retain their office only until the next AGM of the SIA and then shall be eligible for re-election.
- i. The SIA Executive will also appoint a Secretary-General, who will be responsible for supporting the Chairman's role and overseeing the press liaison, promotional activities and administration of the SIA. This role may be a remunerated role and / or an employed role if agreed by the SIA Executive.
- j. The SIA Executive will also appoint a Head of Technical Committee. The Head of Technical Committee will be responsible for managing and running the Technical Committee membership and meetings and ensuring appropriate technical guidance notes are issued out to the Members and associate members. The Head of Technical Committee will normally be an unremunerated Member of the SIA but will be given a £2,500 allowance against membership to cover their costs. The exact allowance to be granted to the Head of Technical Committee is at the discretion of the SIA Executive.
- k. The SIA Executive may also appoint a Head of Fuel Quality, who will be an unremunerated Member of the SIA. The Head of Fuel Quality will be responsible for overseeing the SIA's communications with appropriate fuel quality bodies such as Woodsure.
- l. The Officers, at their discretion, may request Members or associate members to attend SIA Executive meetings to assist with the management and furthering of the SIA objectives.
- m. A remuneration committee made up of the Vice Chairman, Treasurer and Head of Technical Committee will meet as required to determine the appropriate level of charges for the Chairman's and Secretary-General's services. This committee will also determine the maximum amount of such services that can be ordered by the SIA. The committee shall not do anything to make anyone an employee of the SIA without the approval of the SIA Executive.

14. AUTHORITY OF OFFICERS

The Officers of the SIA in agreement with the Executive Committee shall have the authority to amend, alter or add to these terms and conditions of membership providing that any such amendments, alterations or additions are communicated fully to all Members and brought forward to the next SIA General Meeting for confirmation.

15. CONCERNS and GRIEVANCES

Where a Member has a concern or grievance concerning the activities or management of the SIA, any such concern or grievance must be notified immediately and in writing to the Chairman. Any dispute arising from such a concern or grievance will be considered by the Officers and SIA Executive and, wherever possible, resolved amicably and without bringing the SIA into disrepute.

Where an associate member of the SIA Retail Group has a concern or grievance concerning the activities or management of the SIA, any such concern or grievance must be notified immediately and in writing to the Chairman of the SIA Retail Group. Any dispute arising from such a concern or grievance will be considered by the SIA Retail Group Executive and, wherever possible, resolved amicably and without bringing the SIA into disrepute.

16. PRIVACY POLICY

All Members and associate members acknowledge that they have been made aware of the SIA's privacy policy and in accordance with this policy all Members and associate members must, if they wish to receive electronic communications, sign the policy and opt in. The SIA is not responsible for Members or associate members not receiving information and notices or minutes of meetings if the member has not opted in under the privacy policy.