



**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 associate 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 (June 2020) 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 and payment Terms for the SIA retail group and then it will pay these on demand if the application to join is successful.
3. The application for associate 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 appropriate authorised Director, Owner or Officer of the applicant retail business as agreement to the Terms and Conditions of application for associate 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 agendas and minutes. The Stove Industry Alliance will not share your information for marketing purposes with any other company 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 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 the 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 to [david@stoveindustryalliance.com](mailto: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 ON THE FOLLOWING PAGE**



**Stove Industry Alliance - Privacy Policy & Consent**

Name:

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Company:

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Position:

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Date:

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I have read the Stove Industry Alliance Limited Privacy Policy and consent to the information provided on the SIA Retail Group associate membership application form, or other contact information previously provided by our business to the Stove Industry Alliance, being used by the 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 they are aware of how to withdraw consent.

Signature:

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## **Stove Industry Alliance (SIA)**

### **Constitution & Terms and Conditions of Membership of the SIA (June 2020)**

#### **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 & MEMBERSHIP 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/she 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 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 associate 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 represent to government the industry perspective on legislation affecting stoves and to promote the benefits and environmental advantages of wood burning stoves and fireplaces.
- b. To emphasise that the members of the SIA commit to ensuring that their products meet the appropriate standards of quality, safety, efficiency and emissions.
- c. To independently promote the nature of SIA members' products and services and to advise the public on how they can assess the quality, safety and efficiency of these products.
- d. To maintain an independently audited system to monitor stove sales trends in the UK.
- e. To work with industry advisory and accreditation bodies to advise them of any issues which fall within their remit and are necessary to fulfil the objectives of the SIA.

#### **6. MEMBERSHIP & CONDITIONS OF MEMBERSHIP**

- a. The SIA administrative year starts on the 1<sup>st</sup> July for Members and on 1<sup>st</sup> September for associate members and membership will run annually from these dates subject to the Member or associate member having paid the relevant annual subscription fee.
- b. Unless advised otherwise in writing annual subscription fees must be paid by the 15<sup>th</sup> July each year for Members and the 15<sup>th</sup> September each year for associate members, and failure to do this may result in the Member or associate member having their membership 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 agreed to abide by these Terms and Conditions of Membership insofar 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 logos or accredited schemes such as SIA Ecodesign 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 by the same process as for new Member applications, by the SIA general meeting or on the consideration of and by the SIA Executive Committee's formal recommendation.

#### **7. MEMBER'S OBLIGATIONS & ETHICS**

- a. All Members and associate members agreed to use the SIA logos 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 a 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 a reputable and appropriately qualified test authority and that their products comply with the approval requirements.

- d. All SIA Members and associate members undertake that any wood 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 are listed as SIA Ecodesign Ready on the SIA website, having been confirmed as meeting the criteria for such listing by the SIA or its nominated representative.
- g. SIA Members manufacturing or distributing wood burning products agreed to control testing of SIA Ecodesign Ready logo products if this is introduced by the SIA.
- 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 or associate member will raise it with the SIA chair 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 organise 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 they will provide an appropriate level of pre-sales advice and after sales support and complaints procedure 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 regulation 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 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 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 proposal 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 the 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 application form and agree to the Constitution and Terms and 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 associate 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 the period to the next annual renewal.

## **10. SUBSCRIPTIONS & PAYMENT TERMS**

Members and associate members of the SIA will pay an annual subscription of an amount to be determined each year at the main meeting of the SIA (see 6 and 7 above). These will be confirmed on an Annual Subscriptions and Joining Fees schedule produced annually by the SIA, and which can be obtained from the SIA chair or the SIA secretary-general.

The membership year for associate membership of the SIA Retail Group runs from the 1<sup>st</sup> September to the 31<sup>st</sup> August. Retailers applying part way through the membership year will be charged a pro-rata amount equivalent to the number of complete months left until the 31<sup>st</sup> August for that year. Membership fees will be set at two rates annually, one for an individual shop and one for members with more than one shop.

Annual associate membership of the SIA Retail Group is a full year contract but with the option to spread payments over 12 months instead of one lump sum. This means that if direct debits are stopped within that year your account will show as owing for the remainder and you will need to pay the outstanding balance. We are unable to offer partial refunds.



Associate memberships paid by direct debit will auto renew on the 1<sup>st</sup> September each year. Associate members will receive written notice of renewal no less than 30 days prior to the renewal date to the email address given in their application form.

## **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 times 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 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 12 (12) Members is required for resolutions at General Meetings.
- i. Meetings at 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 chair, the treasurer, the vice-chair.

- 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 chair and vice-chair who will oversee the running of the SIA Retail Group subject to complying with the SIA Executive's governance. The SIA Retail Group chair and vice-chair 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 chair and vice-chair 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 chair, treasurer, vice-chair, chair of the SIA Technical Committee, the chair and vice-chair

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 chair or treasurer at least one month in advance of the AGM which be held in September each year. If appropriate, the treasurer or chair 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 chair, SIA Retail Group chair, SIA Retail Group vice-chair 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 names, supported and nominated by two other associate members of the SIA Retail Group, to the chair of the SIA Retail Group at least one month in advance of the September meeting of the SIA Retail Group. If appropriate, the chair 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 should be no maximum number of Directors and the minimum number of Directors shall be two (2). The chair 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 chair'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-chair, treasurer and head of Technical Committee will meet as required to determine the appropriate level of charges for the chair 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 & GRIEVANCES**

Where a Member has a concern or grievance concerning the activities or management of the SIA, any such concerns or grievance must be notified immediately and in writing to the chair. Any dispute arising from such a concern or grievance will be considered by the Officers and SIA Executive and, wherever possible, resolved amicably 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 chair 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 or associate member has not opted in under the privacy policy.