

Rules of Membership

July 2022

Membership

- 1.1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to Membership in accordance with the Articles of Association of the Company shall be Members of the Company.
- 1.2 Membership of the Company shall include the following categories:
 - (a) Member shall be:
 - Companies or practices engaged in the design and marketing of structural timber systems.
 - Companies supplying structural timber erection services to industry standards.
 - Organisations supplying goods or services to the structural timber industry.
 - Practices providing the structural timber industry with a specific professional service.
 - Companies using structural timber components in the course of their business.
 - Trade Associations provided that they are a recognised body with links to the structural timber industry or its supply chain.
 - 1.3 Every Member shall have one vote and shall be entitled to vote at general meetings of the Company.
 - 1.4 Subject to the provisions of Clause 2, every Member shall be entitled to submit themselves for election as a Director of the Company.
 - 1.5 Every Member shall be required to sign an undertaking to the effect that he will contribute a sum not exceeding £1 in the event of the Company being wound up during the time that he is a Member or within one year afterwards.
 - 1.6 Every Member shall notify the Company Secretary from time to time, of the:
 - (a) Registered office;
 - (b) Principal place of business; and
 - (c) Main contact name and contact information, telephone, fax and e-mail address.

All notices sent by first class post to such addresses shall be considered as having been given 2 days following the date of posting.

The Board

- 2.1 Board structure
 - The Board of Directors shall always comprise a minimum number of 4 and a maximum number of 12 members.
 - Board meetings can be held with a quorum of four.
 - The Chairman shall be a Member of the Structural Timber Association and shall be appointed by the Board of Directors for a maximum period of two years unless an agreement is reached by majority Board vote to retain the Chairman for another year.
 - Whenever possible the Chairman should be selected from a manufacturing member from either timber frame, SIPs or mass timber systems.
 - The Board must have representation of at least one member from of all structural timber building systems [Timber Frame, SIPs and Mass Timber].
- 2.2 Directors' appointment requirements
 - All directors will comply with the STA code of conduct as laid out in Appendix A
 - A director must be 16 or over and not be disqualified from being a director

- Commit to attend Board meeting as required wherever possible:
 - A minimum of three from four face-to-face
 - A minimum of six from eight video short meeting
 - STA Conferences, where one is the AGM
- 2.3 Each Board member will agree to Chair a Steering Group or Working Group as defined in the STA Business plan; at a frequency determined by the Group activity.
- 2.4 In order to be considered for a Board position members will be required to:
- a. Serve for an initial period of two years. Following this period, they must submit themselves for re-election at each annual general meeting of the Company.
 - b. Nominations for appointment as Director must be made in writing to the Company Secretary within seven days of notice being given of a general meeting.
 - c. Be nominated & seconded by a current STA Board Member and accepted at the STA AGM by vote.
 - d. Have served a minimum of twelve months on a STA Working Group or Steering Group prior to application.
 - e. Be a full member from one of the following categories:
 - i. Structural timber building systems supplier
 - ii. Supply chain member - building system supplier
 - iii. Designer/engineering with specific interests in structural timber construction
 - iv. Erector/installers
 - v. Associate member with direct connection with the industry stakeholders.
- 2.5 A Director must make a formal commitment to serve a minimum of two years with no limit on the maximum number of years
- 2.6 A Director must declare at application stage any potential conflicts of interest defined as:
- a. Where receipt of information relating to STA activity would be of interest to any other organisations the applicant is a member/employee of.
 - b. Where information can be gleaned through Board membership that could be passed and used by other parties.
 - c. Where personal commercial interests favour competitor activity to STA.

2.7 Directors' removal requirements

Common reasons are:

- Disqualification under the law
- Bankruptcy
- Mental disorder under the Mental Health Act 1983
- Breach of the service contract
- Resignation from office or
- Absence from a board meeting for a consecutive period of six months

Any member wanting to propose a resolution to remove a director must give the company 'special notice', (a formal notice setting out the request) at the registered office of the company at least 28 days before a general meeting.

Whenever the company receives special notice of a resolution to remove a director, the board must ensure that the director concerned is informed immediately. The director has the right to make written representations to the members and may also speak at the meeting.

Failure to meet the requirements of code of conduct or the commitment to support the Board in time and reflecting the mission and values may result in dismissal and be communicated to the Board director in writing by the Chairman with a notice to correct to be removed.

These terms do not affect the members rights to resign from the Board providing 3 months' notice. In all cases the STA Remuneration Committee will convene to rule on the removal of a director.

Admission

- 3.1 Admission of Members shall be by election by the Directors. All applications for Membership which receive the support of at least 75 per cent of those Directors shall be final and binding. The Directors shall not be required to give reasons for their refusal to admit any applicant as a Member. An applicant for Membership shall be required to furnish such information as is required by the Directors. Failure to disclose relevant information, to submit information or give wrongful information shall invalidate the application whereupon any entrance fee or subscription paid for Membership shall be returned.
- 3.2 Immediately upon the election of an applicant, that applicant shall become a Member of the Company and be bound by these rules. A copy of the rules will be forwarded to the applicant along with confirmation of his Membership.
- 3.3 Any new Member in the Structural Timber Building System Suppliers (STBSS) member category will be given a period not exceeding six months to fully comply with the conditions of Membership set out in 5.1 of this document. Membership will commence as "provisional membership", pending completion of the STA Assure new member audit (to a minimum bronze level standard).

In exceptional circumstances the provisional period maybe extended, if the new company has in place an agreed program to achieve the minimum STA Assure bronze status. This will not exceed a further 4 months and in this period the company will be termed "suspended". If the new member still hasn't achieved the minimum standard by the end of the agreed term, then the company will cease membership.

Subscription Payment Terms & Conditions

- 4.1 The annual subscription shall be such sum as the Directors may from time to time determine.
- 4.2 All annual subscriptions shall be payable on election to Membership and on the 1st day of the month of the annual anniversary of such election or such other date as the Directors may decide from time to time. There may also be a joining fee for the Association as the Directors may decide from time to time.
- 4.3 All subscriptions shall be paid by BACS transfer payable to the "Structural Timber Association Ltd as notified on invoice.
- 4.4 If any Member shall fail to pay the annual subscription after it has become due, notice shall be sent to the Member calling attention to the failure to pay. If the amount remains unpaid 30 days from the posting of such notice, the Directors may terminate the Membership.
- 4.5 If at any time the Member shall give the Directors a satisfactory explanation as to the reasons for non-payment, that Member may, at the discretion of the Directors, and on payment of the outstanding annual subscription together with interest thereon at the rate of three per cent per annum above the Bank of Scotland base rate from time to time from the due date until payment in full is made, be re-admitted to Membership.

If the annual subscription remains unpaid or not in a payment plan after 31st January. Members that have not settled by 31st March may be suspended from membership. This will entail:

- Removal of all STA references to marketing collateral and company websites.
- Where applicable, appropriate stakeholders to be notified of your membership withdrawal (STBSS Members - STA Assure and Site Safe Stakeholders includes HSE, NFCC, NHBC and other warranty providers)

Compliance

- 5.1 All Members must maintain strict compliance with the requirements of:
 - a) Relevant British and European standards,
 - b) NHBC Standards, LABC technical requirements, or the technical standards of another warranty provider whichever is appropriate, and
 - c) Building Regulations (England & Wales), Building (Scotland) Regulations, and Building Regulations (Northern Ireland) - whichever is appropriate.
 - d) STA Assure quality levels including mandatory implementation of Site Safe procedures for members supplying structural timber systems to, or on, site.
- 5.2 No Member shall, except for professional services rendered at the request of the Directors, on any pretence or in any manner receive any profit, salary or emoluments from the funds or transactions of the Company.

- 5.3 All Members are encouraged to use the Company's name and logo in any advertisement or Company literature but shall not give the address of the Company thereon or use the Company's address for business purposes. Members may only use the Company's name or logo to designate their Membership of the Association. Members are prohibited from using the name or logo in connection with a specific product endorsement.
- 5.4 No Member shall infringe the patent, copyright, design, trademark or other industrial or intellectual property right.
- 5.5 If any claim is made against the Company in respect of a breach of 5.4 above by a Member, that Member shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with the claim, or paid or agreed to be paid by the Company in settlement of the claim.

Non-compliance

- 6.1 The Directors will investigate any written bona fide complaint that any Member fails to comply with the criteria applying to Membership of the Company. Should a finding confirm non-compliance, the Directors are empowered to warn the Member of the non-compliance and, if no corrective action is taken within an acceptable period of time, the Member will be served with a notice of withdrawal from Membership and the Member's name will be deleted from the list of Members. Such deletion will be made known to all Members of the company.
- 6.2 In the event of the Directors upholding a complaint against a Member, the Member concerned will be charged with and accept liability for any costs properly incurred by the Company in the investigation of the complaint.
- 6.3 Membership may be withdrawn from any Member if the Directors consider that the Member (a) has acted, or is likely to act, in such a way that could potentially bring the name of the Company or the timber construction industry into disrepute or (b) has been guilty of misconduct or (c) has harassed or victimised (whether physically or verbally) an employee of the Company.
- 6.4 Any Member who has been served with notice of withdrawal will be deemed to have withdrawn from Membership.

Termination

- 7.1 It is an essential condition of Membership that any corporate Member or potential corporate Member shall not be in Receivership or Liquidation and in the event that the Receiver, Liquidator or Provisional Liquidator is appointed in the case of any existing Member, then the Directors shall have full power and authority to serve a notice of withdrawal on such a company or to refuse to renew such Membership.
- 7.2 Any omission from or inaccuracy in the particulars of an applicant's Membership application may, at the Directors discretion, invalidate the proposal and any election to Membership made in consequence of it. In such circumstances, the Directors shall be entitled to serve a notice of withdrawal on the Member in question.
- 7.3 Where 50% of the voting rights of a Member are sold or transferred to a third party during the period of Membership, in order that the Membership continues, the sale or transfer must be approved by the Directors and unless so approved the Directors shall have full power and authority to serve a notice of withdrawal on such a company or to refuse to renew such Membership.

Resignation (members withdrawing or re-joining membership)

- 8.1 Any Member may resign his Membership by giving 3 months' notice in writing to that effect to the Secretary.
Three months' notice to cease membership must be sent via email to the Membership Committee.
(office@structuraltimber.co.uk) and this will be acknowledge in writing, enclosing a settlement invoice of outstanding amounts due, which is payable upon receipt of the invoice.
The final invoice amount will be fees for the remainder of the month in which notice is given, plus the 3 months' notice period (based on equivalent yearly fee in full months).
Annual fees paid are non-refundable.

8.2 Re-joining the STA

- If re-joining in the same year as leaving a full years fee will apply (taken from the previous turnover band level declared).
- Any year thereafter - a full year's fee plus 50% of the last known membership subscription.
- All re-entry members to be classified as 'Provisional Membership' status and expected to complete the STA Assure assessment as a new member audit within six months of reapplying for membership.

Data protection

- 9.1 The Structural Timber Association is committed to safeguarding the information that it holds about Members and their staff and representatives. This Clause 9 sets out sets out how personal data provided by Members will be stored and used by the Structural Timber Association. The Structural Timber Association is the controller in respect of such information. Further information can be found in the Privacy Policy on the website at www.structuraltimber.co.uk
- 9.2 This Clause 9 will apply to any information about individuals for whom the Member is responsible (including, for example, directors, shareholders and staff). Members shall ensure that they have the relevant individual's consent or another legal basis for sharing any personal data with the Structural Timber Association, in connection with the use of such information for the purposes of Membership.
- 9.3 Personal data that any Member provides to the Structural Timber Association will be stored, maintained and processed in accordance with the EU General Data Protection Regulation 2016 and all applicable data protection and privacy legislation, regulations, guidance and codes of practice.
- 9.4 The Structural Timber Association will process individuals' personal data in order to operate and maintain Memberships and to provide services to Members. The legal basis for processing such personal data is the contract of membership. The Structural Timber Association also need to process personal data in connection with its legal obligations. If Members do not provide such personal data as requested, the Structural Timber Association may not be able to operate the Membership.
- 9.5 As part of Membership benefits, the Structural Timber Association shall issue Member newsletters containing industry news and promotions and also notify Members about seminars, events and conferences and legal changes that may be of interest. The legal basis for the processing of such personal data in connection with communications will be the legitimate interest in operating and promoting the activities of an industry association. If a Member does not want to receive such communications, they can opt-out or unsubscribe by using the link in the communication or by contacting the Structural Timber Association at office@structuraltimber.co.uk
- 9.6 In addition to the Member communications referred to above, the Structural Timber Association may send wider marketing communications (not just to Members) by email, telephone or mail about existing and new services and special offers from the Structural Timber Association and/or send information by e-mail, telephone or mail about related products or services of selected third parties that may be of interest. The legal basis for such processing will be consent. Individuals can withdraw consent to any time by using the link in the communication or by contacting the Structural Timber Association at office@structuraltimber.co.uk
- 9.7 Unless formally notified in writing to the Structural Timber Association to the contrary by the Member, Membership and the contact details and scope of operations and similar information that has been provided by the Member to the Structural Timber Association will be made available to any person or organisation contacting the Structural Timber Association. The Structural Timber Association recommends that individuals' contact details are not provided for such purposes and that a corporate email address is used. This information may also be published on the website at www.structuraltimber.co.uk and in literature produced by the Structural Timber Association.
- 9.8 The Structural Timber Association may from time to time seek statistical information from a Member that is commercially sensitive in order to support work in research, lobbying government and certain promotional services. Such information is likely to be aggregated and anonymised and accordingly does not constitute personal data. The confidential terms under which this information is held and used will be made clear to the Member at the time that it is sought.

Interpretation

10.1 The Directors shall be the sole authority for the interpretation of these Rules and of any regulations made from time to time by the Directors. The decision of the Directors upon any question of interpretation or upon any matter affecting the Company and not provided for by these Rules or by any regulations shall be final and binding on the Members.

Amendment

11.1 These Rules may be added to, repealed or amended by resolution at any Annual or Extraordinary General Meeting provided that no such resolution shall be deemed to have been passed unless it is carried by a majority of at least 75 per cent of the Members voting on such a resolution.

Dated: 1st July 2022

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