



The United Kingdom Quality Ash Association Handbook

Constitution, Rules of Membership, Conduct of Employees and Representatives of the UKQAA

January 2019

Issue: January 2019

Constitution of the United Kingdom Quality Ash Association

1. The name of this Trade Association shall be "The United Kingdom Quality Ash Association" and shall be referred to as the UKQAA in this document. The UKQAA was formed on 8 July 1997. This constitution (Issue 13) was revised in January 2019 .
 - 1.1. This revised constitution for the UKQAA shall apply from the 31st January 2019.
 - 1.2. No alteration or addition to this constitution may be made except by a resolution carried by a unanimous vote of the Full Members in accordance with paragraphs 3.1.7 to 3.1.9 below. Changes to the constitution shall be recorded in an Appendix C.
 - 1.3. Quality Ash is defined as ash products derived from combustion plants, fuelled by pulverised coal, coal/biomass co-combustion or biomass.

Objectives

2. The objective of the UKQAA is to promote the generic mutual interests of its members and encourage the use of quality ash and ensure a long term sustainable supply chain and ongoing demand through:
 - 2.1. Developing a sustainable Supply Chain, optimising the utilisation of UK current and future production and the recovery and processing of historic stockpiles and imports.
 - 2.2. Monitoring, lobbying and influencing the developments of policy, standards, regulations and protocols that govern its use to protect its market and applications.
 - 2.3. Representing the UKQAA on relevant technical and other committees to present a common view on its use, specification and advantages.
 - 2.4. Marketing and Public Relations activity.
 - 2.5. Provision of scientific, technical, environmental and educational information.
 - 2.6. Promotion and sponsorship of investigations and research to widen its use.
 - 2.7. Participating in or organising conferences, and exhibitions to promote its use.
 - 2.8. Engaging with other national and international bodies sharing some or all of the UKQAA's objectives.
 - 2.9. Employing and/or paying any persons on a full/part-time/consultancy basis to supervise, organise and carry on the work of the UKQAA.

Membership of the UKQAA

3. Membership of the UKQAA shall only be available to companies, associations and organisations associated with the Quality Ash industry. There are no personal membership categories within the UKQAA.

3.1. Full Membership

- 3.1.1. Full Members agree to the conditions of Full Membership of the UKQAA.
- 3.1.2. The acceptance of any application for Full Membership shall require the applicant to demonstrate compliance with all of the following;
 - 3.1.2.1. Full Members shall be companies or organisations connected with the UK ash supply chain.
 - 3.1.2.2. They are prepared to pay the annual fees as agreed by the Full Members as detailed in the separate Member's Register.
- 3.1.3. Applicants for Full Membership may be required to give a verbal and/or written presentation to the Full Members of the Executive committee in order to satisfy the requirements of paragraph 3.1.2.

United Kingdom Quality Ash Association Handbook

- 3.1.4. Applicants for Full Membership are required to confirm acceptance of the UKQAA constitution in writing by a signed letter or by completion of the online application form.
- 3.1.5. Each Full Member will have one vote and shall appoint an individual to represent it and vote on its behalf at UKQAA meetings. This representative and any subsequent changes will be noted on the separate Member's Register.
- 3.1.6. Full Members shall have the right to:
 - 3.1.6.1. Attend all meetings of the UKQAA;
 - 3.1.6.2. Suspend or remove from Full Membership, Associate Membership or Affiliate Membership any Full Member, Associate Member or Affiliate Member who in the majority view of all other Full Members neglects to comply with his obligations under the constitution of the UKQAA;
 - 3.1.6.3. Receive a copy of the Constitution, minutes of meetings, annual audited financial statements and reports of the UKQAA and;
 - 3.1.6.4. Have an entry on the UKQAA web site, providing contact details, company logo, promotional text and link to their web site.
- 3.1.7. All decisions of the UKQAA, unless otherwise stated, shall be taken by simple majority vote with each Full Member having a single vote.
- 3.1.8. In the case of an equality of votes the UKQAA Director shall have a casting vote.
- 3.1.9. Full Members of the UKQAA are listed in the separate Member's Register maintained by the UKQAA.

3.2. Associate Membership

- 3.2.1. Associate Members agree to the conditions of Associate Membership of the UKQAA. The acceptance of any application for Associate Membership shall require the applicant to demonstrate compliance with all of the following;
- 3.2.2. Associate Members shall be organisations connected with the UK and/or international ash supply chain(s);
- 3.2.3. Associate Members shall pay the annual fees as agreed by the Full Members as detailed in the separate Member's Register.
- 3.2.4. Each Associate Member shall appoint an individual to represent it at UKQAA meetings. Associate Members are not entitled to vote, though their views will be sought.
- 3.2.5. Associate Members shall be entitled to:
 - 3.2.5.1. Attend all meetings of the UKQAA;
 - 3.2.5.2. Receive a copy of the Constitution, minutes of meetings, annual audited financial statements and reports of the UKQAA and;
 - 3.2.5.3. Have an entry on the UKQAA web site, providing contact details, company logo, promotional text and link to their web site.
- 3.2.6. Associate Members of the UKQAA are listed in the separate Member's Register.

3.3. Affiliate Membership

- 3.3.1. Affiliate Members agree to the conditions of Affiliate Membership of the UKQAA. The acceptance of any application for Affiliate Membership shall require the applicant to demonstrate compliance with all of the following;
- 3.3.2. Affiliate Members shall be organisations connected with the UK and/or international ash supply chain(s);
- 3.3.3. Affiliate Members shall pay their annual fees as agreed by the Full Members as detailed in the separate Member's Register.

United Kingdom Quality Ash Association Handbook

- 3.3.4. Each Affiliate Member shall appoint an individual to represent it at the UKQAA AGM. Affiliate Members are not entitled to vote, though their views may be sought.
- 3.3.5. Affiliate Members shall be entitled to:
 - 3.3.5.1. Attend the Annual General Meeting (AGM) of the UKQAA;
 - 3.3.5.2. Receive a copy of the Constitution, minutes of AGM, annual and audited financial statements of the UKQAA and;
 - 3.3.5.3. Have an entry on the UKQAA web site, providing contact details, company logo, promotional text and link to their web site.
- 3.3.6. Affiliate members of the UKQAA are listed in the separate Member's Register.

3.4. Appeals against Rejection of Membership Application

Any applicant, whose application has been rejected because they have been deemed by a decision of the Executive Committee not to comply with the criteria as listed in 3.1.2, 3.2.2 and 3.3.2 of this constitution, may appeal against the decision in writing to the UKQAA Director of the UKQAA.

The UKQAA Director shall advise the Chairman who shall form a sub-committee comprising of at least 4 Full Members to review the facts in light of any new details arising. The decision of this committee is binding, full and final.

Member Fees

4. Upon admission to membership, any Member shall pay to the UKQAA such admission fee as determined from time to time by the Full Members.
 - 4.1. The annual fee for Full, Associate and Affiliate Members will be a fixed fee and subject to VAT in the UK.
 - 4.2. Fees will be agreed at the AGM by a vote of Full Members.
 - 4.3. Full Members retain the right to review fees at any time should they deem it necessary.
 - 4.4. For new Members, fees shall fall due on the first day of the month of acceptance of membership and future fees shall fall due on the 1 July for all members at that time. Fees must be paid within 1 calendar month of the request by the UKQAA.
 - 4.5. Members joining part way through the UKQAA financial year, shall be charged on a pro-rata basis, e.g. joining in December will attract 50% of the normal annual fees. Fees must be paid within 1 calendar month of the request by the UKQAA.

Meetings, Committees and Officers

5. Meetings of the UKQAA shall be held at least once during every four month period with a minimum of four meetings per annum.
 - 5.1. The representatives of all members undertake to comply with the requirements of the competition and bribery laws of the United Kingdom both during meetings of the UKQAA and at all other times. (See Appendix A and Appendix B).
 - 5.2. An Annual General Meeting (AGM) shall be held annually, the first of which was held on 8 July 1997. At the AGM the Full Members of the UKQAA shall at their discretion elect a Chairman and a Treasurer and other such honorary officers as the Full Members of UKQAA deem necessary.
 - 5.3. The elected posts of Chairman and Treasurer and other such honorary officers may continue indefinitely subject to reaffirmation annually by the Full Members at the AGM.
 - 5.4. The Full Members shall establish the terms of reference for any working Committees as they may determine necessary and receive regular reports of the acts and proceedings of such committees. The conclusion or decisions made by working committees must be approved by the Full Members of the UKQAA before publication or dissemination.

United Kingdom Quality Ash Association Handbook

- 5.5. The Chairman may at his discretion call a meeting of the UKQAA at any time. The Chairman shall call a meeting of the UKQAA (giving the reason) within 21 days of a written request to do so being received by the UKQAA Director from at least two Full Members.

Funding of Activities

6. The annual budget is to be formally agreed by vote of all the Full Members, either prior to the AGM, at the AGM or thereafter. All activities, unless otherwise agreed, will be funded through the association as part of the approved budget.
- 6.1. The UKQAA is authorised to hold bank accounts to enable it to fulfil its objectives.
- 6.2. Nothing in this constitution shall prevent any Member/group of members from pursuing independent activities.
- 6.3. Where an activity is not agreed as being of benefit to all Full Members but it is agreed by Full Members that the activity should come under the auspices of UKQAA, the activity will be funded separately by those participating members on an equitable basis.

Termination

7. Membership may only be terminated at 30th June each year, termination requires a minimum of 6 months notice and the terminating member remains responsible for full payment of fees payable to the termination date. Termination notice must be in writing and email is acceptable. There will be no obligation to participate in the meetings of the UKQAA during the notice period.
- 7.1. Members shall remain liable for the previously agreed share of UKQAA costs for the whole of any Association year during which they have been a Member of UKQAA.
- 7.2. Termination of the UKQAA shall be subject to the unanimous vote of all the Full Members. After settlement of all liabilities of the UKQAA any remaining assets shall be distributed among its members in proportion to the total sums paid by each of them in the preceding financial year. Similarly, any resulting loss to be divided among its members in proportion to the total sums paid by each of them in the preceding financial year. Resigning members shall not be entitled to assets after the financial year in which they resigned.

Constitution

8. Agreement to The Constitution, rules and membership, and the conduct of employee with special reference to the Competition Act (Clause 5.1 and appendix A & B)
- 8.1. By signing the link attached below, you confirm that you have read the UKQAA Handbook and agree with the constitution and rules and in particular in relation to Compliance with the Competition & Bribery Law (clause 5.1 and Appendix A & B)

United Kingdom Quality Ash Association Handbook

Appendix A

Compliance with Competition and Bribery Law

During UKQAA meetings the issues and topics raised will be limited to those necessary to pursue the objectives set out at points 2.1 to 2.8 and will at all times be held in compliance with the competition and bribery laws of the United Kingdom.

At the start of all UKQAA meetings the Chair will remind all representatives of members present that the UKQAA operates only in strict compliance with competition and bribery laws as set out in the UKQAA handbook. The Chair will go on to note that heavy fines may be imposed for breaches of competition law against both associations and their members, that businesses that flout competition law may also expose themselves to damages actions and that in a number of jurisdictions (including the United Kingdom) there are criminal sanctions for individuals in relation to certain serious infringements of competition law. The Chair will then go on to note that all officers and members of the UKQAA must ensure that they have sufficient knowledge of competition and bribery laws of the United Kingdom, to ensure that they and the UKQAA are able to act in a compliant manner. The Chair will also note that, for the avoidance of any doubt, there is to be no discussion, whether during the meeting or at any other time (including but not limited to exhibitions, conferences and any other meetings), as between the members of the UKQAA of members' production and supply arrangements, costs, prices, contractual arrangements, business plans or any other commercially sensitive information.

If, during a UKQAA meeting, discussions are initiated or activities undertaken that any officer, employee, representative, agent or subcontractor of the UKQAA or representative of a member believes may infringe competition and/or bribery law then the discussion or activity in question shall be brought to the Chair's attention who will cause the discussion or activity to be ceased and only continued if the Chair is certain that there is no possibility of an infringement of competition and/or bribery law. The circumstances and the nature of the discussion or activity shall be recorded in the minutes of the meeting. In the event that the Chair is uncertain as to whether a discussion or activity may breach competition and/or bribery law during the meeting or at any other time the UKQAA will either not discuss the topic or not undertake the activity or shall do so only after having sought and obtained satisfactory legal advice from an external competition and/or bribery law expert that there is no significant risk of any infringement arising.

Appendix B

Information Collation from Members and Dissemination to Members

The UKQAA does not collect statistics relating to costs, supply, product availability, contractual terms, prices, pricing indices, or any other commercial indices for the products. However, the UKQAA does collect statistics on the utilisation of the Quality Ash Products, subject to the majority agreement of the Full members.

Data on the utilisation of Quality Ash Products will be arranged on an annual basis by the UKQAA Director, through an independent Organisation (agreed by the members) to ensure the full confidentiality of information supplied. For the avoidance of doubt, the UKQAA Director will not have access to the details of the individual submissions. Such data will be disseminated by the UKQAA Director to members and more widely if required only after six months have elapsed after the end of the annual period concerned and only if such data is aggregated for the whole of the United Kingdom of England, Scotland and Wales.

Only upon receipt of annual data from at least 80 per cent of the Members shall the data be deemed suitable for dissemination in aggregated format.