

## ARTICLES OF ASSOCIATION

### 1. NAME

Stove Industry Association (abbreviated to SIA when required) is the trading name of Stove Industry Alliance Ltd.

### 2. AIMS & OBJECTIVES

The Stove Industry Association (SIA) is an association of companies involved in the manufacture, testing, distribution, supply, retail, installation and maintenance/sweeping of solid fuel stoves, their component parts and fuel.

#### 2.1 SIA Mission Statement

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

#### 2.2 SIA Objectives

- To represent to government the industry perspective on legislation affecting stoves and to promote the benefits and environmental advantages of sustainable solid fuel stoves.
- To emphasise that the members of the SIA commit to ensuring that their products meet the appropriate standards of quality, safety, efficiency, and emissions.
- To independently promote the nature of SIA members' products and services and to inform the public on how they can assess the quality, safety, and efficiency of these products.
- To maintain an independently audited system to monitor stove sales trends in the UK.
- 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.
- To undertake any activity, including independent research, which will further the understanding of the advantages of wood burning stoves and fireplaces and their context in government future strategies and media coverage.
- To promote consumer best practice in the choice, installation, operation, and the servicing/maintenance (including chimney sweeping) of stove appliances.

### 3. SIA MEMBERSHIP

3.1 There are six categories of membership of the Association as follows:

- a. **SIA Member** - manufacturers, distributors and suppliers (B2B) of stoves (both space heaters and boiler stoves), flue and chimney products, and component parts.
- b. **SIA Stakeholder Member** - advisory, notified and certification bodies, sweep associations, training companies and other interested parties not categorised elsewhere.
- c. **SIA Fuel Member** – manufacturers, distributors and suppliers of fuel.
- d. **SIA Retail Group Member** – stove and fireplace retailers with physical showroom premises in the UK.
- e. **SIA Supporter Member** – stove and fireplace retailers with physical showroom premises in the UK and chimney sweeps.\*
- f. **SIA Installer Member** - solid fuel stove and chimney/flue system installers.\*

\*To qualify for membership as an SIA Installer Member applicants must be a member of a recognised solid fuel competent person scheme where applicable for their country of operation. To qualify as an SIA Supporter Member if applying as a chimney sweep, applicants must be a member of one of the following sweep associations: Guild of Master Chimney Sweeps, National Association of Chimney Sweeps, Association of Professional Independent Chimney Sweeps, ICS Chimney Sweeping Association, National Chimney Sweeping Safety Association or be listed on the NVQ Sweep Locator.

Where appropriate, the SIA Ops Team or SIA Executive may make a recommendation for SIA Honorary Membership, providing the honorary member offers benefits or advantage to SIA members. An SIA Honorary Member will be approved by majority agreement of attendees at the next available SIA General Meeting.

- 3.2 All members shall have applied in writing to join the Association using the [Membership Application Form](#).
- 3.3 All new membership applications in the SIA Member, SIA Fuel Member or SIA Stakeholder Member categories will be circulated to the SIA Executive for approval by majority. All new membership applications in the SIA Retail Group Member, SIA Supporter Member or SIA Installer Member categories are approved by the SIA Operations Team subject to verification of the criteria outlined in section 3.1. New members will be advised of acceptance of their application within 14 days.
- 3.4 All members agree to do nothing which, in the opinion of the SIA Ops Team or SIA Executive, brings or is likely to bring the reputation of the Association into disrepute.
- 3.5 It is a condition of membership of the SIA that all members agree to abide by these Articles of Association insofar as they do not prejudice their obligations or rights in law. Failure to do so may result in membership being suspended pending an explanation and/or rectification which should be supplied within 14 days on request. Failure to provide an explanation and/or rectification will result in membership being terminated with immediate effect in writing. In the event of membership termination, the SIA does not provide membership fee refunds and any rights to use SIA logos or display any certificate of membership will terminate with the membership.
- 3.6 **Membership and Joining Fees & Payment Terms**
  - 3.6.1 All SIA memberships renew annually, and a VAT invoice will be issued to all members at renewal.
  - 3.6.2 Membership fees are set out in the [Annual Subscription & Joining Fees Schedule](#). Membership fees are subject to annual review by the SIA Ops Team and SIA Executive. Any proposed increase to membership fees will be notified to members in writing with details of when the increase will take effect.
  - 3.6.3 A monthly direct debit payment plan is available to some SIA Fuel Members and all SIA Retail Group Members. These auto-renew each year. If a direct debit plan is cancelled at any point before that member's renewal date, the SIA Fuel Member's or Retail Group Member's account will show as owing and the outstanding balance will need to be paid. The SIA does not offer part refunds.
  - 3.6.4 SIA Members and SIA Stakeholder Members will be offered 3-part payment of their annual membership fees. This will be detailed in the annual membership invoice.
  - 3.6.5 A £1,000 + VAT joining fee is payable by all new SIA Members and SIA Stakeholder Members. The joining fee is also payable by SIA Members or SIA Stakeholder Members wishing to re-join where their membership has lapsed for 90 days or more. This joining fee may be waived at the SIA Ops Team or SIA Executive's discretion by majority agreement.

- 3.6.6 Any member wishing to cancel their membership should do so in writing to the SIA Communications Manager & Treasurer as follows:  
SIA Members, SIA Fuel Members and SIA Stakeholder Members – no less than 90 days before renewal  
SIA Retail Group Members, SIA Supporter Members and SIA Installer Members – no less than 30 days before renewal

### **3.7 Member Voting Rights**

- 3.7.1 Where it is necessary to take a vote on operational matters, this will be by majority of either one or a combination of the SIA Executive, SIA Members, SIA Fuel Members, SIA Stakeholder Members and SIA Retail Group Members as applicable. The vote will either be conducted in person (by show of hands) at the next available SIA Executive or General Meeting or as an online vote set out in writing to applicable members with a clearly marked response date. Each member company has one vote. Where more than one representative of the member company is present at meetings or in receipt of the online vote, only one representative should cast that member's vote. SIA Supporter and SIA Installer Members do not have voting rights.

- 3.7.2 Where it is necessary to take a vote on personnel matters, e.g. executive committee appointments, this will be as per the terms set out in 3.7.1 above.

### **3.8 Member & Executive Meetings**

- 3.8.1 The SIA General Meetings will be held at least three times per year with the dates of the meetings to be agreed by the SIA Ops Team and notified to members in advance. SIA General Meetings are organised by the SIA Ops Team and are open to SIA Members, SIA Fuel Members, SIA Stakeholder Members and SIA Retail Group Members. Guests and/or speakers may be invited to attend the SIA General Meetings by the SIA Ops Team or SIA Executive as applicable.

- 3.8.2 The first SIA General Meeting to be held after the start of the financial year (1<sup>st</sup> July) each year will also be the Annual General Meeting of the SIA.

- 3.8.3 The SIA Executive will meet at least three times per year, usually the day before the SIA General Meeting. Additional meetings of the SIA Executive may be held as necessary.

### **3.9 Member Obligations & Ethics**

- 3.9.1 All members agree to use the SIA logos, certificates and materials only in association with businesses that are members of the SIA.

- 3.9.2 All members undertake to comply with all relevant standards, legislation and regulations pertaining to their business operations.

- 3.9.3 All members that manufacture, distribute or supply (B2B) burning appliances undertake that all such appliances requiring approval will have been tested and independently verified by a

reputable and appropriately qualified test authority and that their products comply with all regulatory requirements prevailing at the time.

- 3.9.4 All members that manufacture, distribute or supply (B2B) flue system products requiring approval undertake that their products will have been tested and independently verified by a reputable and appropriately qualified test authority and that their products comply with all regulatory requirements prevailing at the time.
- 3.9.5 All SIA members that supply or retail appliances direct to the public agree to ensure that any such appliances conform with all the relevant standards and regulations prevailing at the date of sale, where they offer appliance installation the member will endeavour to ensure that it will be installed by an appropriately registered installer who is registered under a recognised competent person scheme (as applicable to their country of operation), to ensure they will provide an appropriate level of pre-sales advice, after sales support and have a complaints procedure in place to meet the overall objectives of the SIA.
- 3.9.6 All SIA members agree to abide by the following pledge:  
*“SIA members pledge to help improve UK air quality and reduce the UK’s carbon footprint by advising their customers on the very latest environmentally friendly and low emission wood burning stoves. Members will explain the benefits of replacing open fires and older stove models with advanced, modern stoves e.g. clearSkies Mark certified appliances. By offering expert advice on choosing, installing, using the right fuel and maintaining a wood burning stove, SIA members are committed to helping the public realise the benefits of low carbon stoves, which provide renewable and sustainable heating for the future.”*
- 3.9.7 If an SIA member has a complaint about another SIA member’s products or services, then the member will raise it with the SIA Chair who, in conjunction with the SIA Ops Team and SIA Executive , will investigate the complaint and take appropriate action.
- 3.10 SIA members agree that they will not run negative advertising campaigns or publish negative statements about other SIA members.
- 3.11 All SIA Members manufacturing, distributing or supplying (B2B) solid fuel burning appliances agree to submit at the end of every quarter upon request, the sales unit statistics required to maintain the SIA’s objective of having an independently audited system to monitor stove sales trends. In the absence of exceptional circumstances, failure to comply with this condition will normally result in an SIA Member being asked to leave the SIA in accordance with procedures set out in these Articles of Association.
- 3.11.1 Sales statistics are collated and anonymised by an independent 3<sup>rd</sup> party, supervised by the SIA Communications Manager & Treasurer who undertakes to keep individual submissions strictly confidential.
- 3.11.2 The SIA statistics will be made available to all members for the purposes of market trend tracking and used in external communications to further the objectives of the SIA.
- 3.12 Members eligible to attend agree to send a maximum of two appropriately senior representatives to the SIA General 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.

#### **4. ASSOCIATION STRUCTURE, DIRECTORS, EXECUTIVE COMMITTEES & MEMBERSHIP GUARANTEES**

4.1 The SIA is a private company limited by guarantee without share capital. The Directors therefore guarantee the company to a limited liability and agree to undertake to contribute to the assets of the company in the event of it being wound up while they are a Director or within one year afterwards for payment of the debts and liabilities of the Company contracted before they cease to be a Director, 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 Directors or 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 Directors or members. Such institutions to be determined by the Directors and members of the Company at or before the time of dissolution.

4.2 The day to day operational and administrative functions of the SIA are carried out by the SIA Ops Team, made up of the SIA Chair, SIA Communications Manager & Treasurer, SIA Technical Manager and SIA Client Manager. These roles are remunerated.

4.2.1 Should it be identified as necessary, and in agreement with the SIA Executive, the SIA Ops Team may be expanded at any time to ensure the effective ongoing operation of the Association.

4.2.2 Should it be identified as necessary to expedite projects, the SIA Ops Team may form sub-committees e.g. a Communications Sub-Committee.

4.3 The work of the SIA Ops Team is overseen by the SIA Executive. The intention of the SIA Executive is to have an appropriate mix of skills, experience, and member representation.

4.3.1 The SIA Executive will normally comprise of the SIA Ops Team and a maximum of eight (8) further elected SIA members, including at least one (1) representative from the SIA Retail Group. SIA Supporter and SIA Installer Members are not eligible for election to the SIA Executive.

4.3.2 Members of the SIA Executive will be elected to serve for a period of three (3) 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 three-year appointment members of the Executive may offer themselves for re-election.

4.3.3 Any SIA Member, SIA Stakeholder Member, SIA Fuel Member or SIA Retail Group Member wishing to stand for election to the SIA Executive should submit their name and a short biography to the SIA Chair at least one month in advance of the SIA AGM.

- 4.4 The SIA will appoint a minimum of two (2) and a maximum of four (4) Directors, one (1) of which will usually be the SIA Chair and others from the SIA Executive Committee, and a Company Secretary, usually the SIA Treasurer, at Companies House
- 4.5 The SIA will maintain a Technical Committee which will consider various technical matters relevant to the industry and that could impact on proposed changes in regulation and standards.
  - 4.5.1 As part of its work the SIA Technical Committee may issue guidance notes or minutes setting out information or opinion for SIA members. SIA members accept that any such guidance or information is made without liability for their content and that members have a duty of care to independently verify and confirm any information given by the SIA Technical Committee before acting on it.
- 4.6 The SIA will maintain regular communication with its members providing regular updates, information, and guidance. SIA members accept that any such guidance or information is made without liability for their content and that members have a duty of care to independently verify and confirm any information given by the SIA before acting on it.
- 4.7 The SIA does not maintain insurance for the information and guidance detailed in 4.5.1 and 4.6 above. Information is provided in good faith. All members agree not to hold the SIA liable for any costs or other liability arising from these communications.
- 4.8 Nothing in these Articles of Association 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.