

RULES OF ASSOCIATION

1. Aims and Objectives

- 1.1. The aim of the Association is to promote the interests of its member companies and the wood recycling sector in the UK.
- 1.2. The objectives of the Association are;
 - 1.2.1. To provide an effective voice for the wood recycling industry in the UK;
 - 1.2.2. To influence UK and European legislation;
 - 1.2.3. To promote the sector to policymakers;
 - 1.2.4. To assist members to understand and respond to changing market conditions, legislation and regulation;
 - 1.2.5. To provide a forum for the exchange of non-competitive information;
 - 1.2.6. To be a research and statistical library, and to provide analyses on wood recycling and other relevant market information; and
 - 1.2.7. To provide other services of benefit to members.

2. Membership Categories

- 2.1. There are four categories of members of the Association, as follows:
 - 2.1.1. Ordinary members (Recycling);
 - 2.1.2. Ordinary members (Recovery);
 - 2.1.3. Service members; and
 - 2.1.4. Reciprocal Members.
- 2.2. **Ordinary members (Recycling)** businesses shall involve, but not necessarily exclusively, the re-processing of wood.

2.3. **Ordinary members (Recovery)** shall be users of recycled wood whose businesses do not normally involve re-processing.

2.4. **Service members** shall:

2.4.1. provide equipment or on-site services for businesses in the wood recycling sector; or

2.4.2. provide practical services which give a quantifiable benefit for members of the Association; or

2.4.3. otherwise have a legitimate professional interest in the wood recycling industry.

2.5. **All members** shall:

2.5.1. have been in business for at least one year.

2.5.2. have applied in writing to join the Association. The application will be circulated to the WRA Board for their approval before confirmation of membership.

2.5.3. agree to abide by the Code of Conduct, which is incorporated in these Rules. This includes the Competition Law Code of Conduct, which is attached as an Annex to the Rules.

2.5.4. do nothing which, in the opinion of the Board, brings or is likely to bring the reputation of the Association into disrepute.

2.5.5. Ordinary Members (Recycling) agree to provide annual waste wood statistics, which will be treated in strict confidence to provide amalgamated industry information.

2.6. If any member ceases to satisfy any of the above criteria, the Board shall have the power to suspend the member in question from membership of the Association with immediate effect. They may, by resolution of the Board, be re-instated upon fulfilment of the criteria for membership.

2.7. All members shall be entitled to receive such publications and other literature prepared under the auspices of the Association as are determined by the Board, and otherwise be entitled to participate in the affairs of the Association as decided by the Board.

2.8. All data held on members will be subject to the WRA Privacy Statement (see attached)

3. **Membership and Members' Subscriptions**

3.1. The Board shall set the membership subscription levels on an annual basis, and set the date by which the membership subscriptions should be paid.

3.2. Each member shall pay to the Association, within thirty days of the date set for payment, the appropriate annual subscription. If the Association has not received payment of the annual subscription in respect of a particular member within this period of time the Board shall have the power to suspend the member in question from membership of the Association with immediate effect. That member may, by resolution of the Board, be re-instated upon payment of all arrears, in which case a new application for membership shall not be required. Subscriptions already paid to the Association shall not be refundable.

3.3. Annual Renewal of Membership will be automatic unless the member contacts the current Executive Director to give notice of their intention to leave.

- 3.4. If a member decides to leave the Association, they shall give 1 months' notice to the current Executive Director and pro-rata fees will be payable for the time they have been a member in that membership year.

4. The Board

- 4.1. The maximum number of Board members shall normally be eight. The Board shall comprise the following:
 - 4.1.1. The Chairman;
 - 4.1.2. The Deputy Chairman;
 - 4.1.3. The immediate ex-Chairman (until the retirement of his successor).
 - 4.1.4. The Association Executive Director (ex officio);
 - 4.1.5. Up to four other members, of whom one may be an Ordinary member (Recovery) and one may be a Service member.

Ideally, the Board members will between them provide as comprehensive a geographical coverage as possible.

- 4.2. No more than one Board member may be employed directly by the same member company.
- 4.3. There shall be no restriction on the number of times a Board member may stand for re-election.
- 4.4. All Board members except the Chairman and Association Executive Director shall serve a maximum three year term before vacating office or standing for re-election.
- 4.5. In exceptional circumstances, if necessary to ensure a comprehensive geographical coverage, the Board may co-opt a further member to the Board for a limited time.
- 4.6. For the purposes of Board meetings, a quorum shall consist of not fewer than 4 members, including either the Chairman or Deputy Chairman.

5. Appointment of Board Members

- 5.1. The basic route to Board membership will be via volunteers. If the number of volunteers exceeds the number of available places, an election will take place.
- 5.2. Elections will normally take place at an Annual General Meeting, usually held in March each year, unless exceptional circumstances dictate otherwise.
- 5.3. Members wishing to stand for Board membership shall be nominated and seconded in writing to the Association Executive Director.
- 5.4. The Association Executive Director will call for nominations at least 6 weeks before the Annual General Meeting. Nominations must be received at least 14 days before the meeting.
- 5.5. If serving Board members wish to stand for re-election, they shall notify the Executive Director not later than 14 days before the meeting at which votes will be cast, so that their name may be added to the list of candidates.
- 5.6. The Association Executive Director will inform all members, not later than 10 days before the meeting at which votes will be cast, of the names of the candidates, together with a short biography of each.

- 5.7. Each member company shall nominate one representative to cast the company's votes at an election.
- 5.8. Each member company's representative shall be able to cast such number of votes as is equal to the number of positions available, and the positions shall be filled by the candidates obtaining the greatest number of votes from those cast.
- 5.9. Any member company not able to attend the meeting at which votes will be cast, but who wish to cast their votes, should contact the Association Director not later than 7 days before the date of the meeting. The Executive Director will then arrange for the company's votes to be sent by post. As soon as reasonably practicable following the election of the new Board members, the Executive Director shall notify the members of the results of the election.

6. Chairman and Deputy Chairman

- 6.1. The Board shall elect a Chairman from among its members. The Board shall also elect from among its members a Deputy Chairman.
- 6.2. The Chairman shall serve a maximum 4 year term of office, and then remain on the Board, if he so wishes, until the end of his successor's term. The Chairman may only serve more than 4 years if voted by a 75% majority of members present at an Association meeting. The term to be served by the Deputy Chairman shall be determined by the Board.

7. Association Executive Director

- 7.1. The Association Executive Director shall be the principal policy adviser to the Board and shall be responsible to the Board for management of the Association and the Association's finances.
- 7.2. The Association Executive Director shall normally be the secretary of Board meetings.

8. WRA Finances

- 8.1. The financial year of the Association shall be the calendar year but this may be changed by resolution of the Board.
- 8.2. The Board shall appoint auditors of the Association, if they deem this to be necessary.
- 8.3. The Board shall approve the accounts of the Association and deliver them to the members at the Annual General Meeting (normally held in March).
- 8.4. Members shall have the right to inspect any accounting records or other books or documents of the Association at any time on written request.

9. Code of Conduct for Members

- 9.1. Members of the Association are committed to:
 - 9.1.1. maintain the highest standards of commercial conduct and business ethics with other members, customers and suppliers;
 - 9.1.2. represent the wood recycling industry's common interests in their relations with business, government agencies and others;
 - 9.1.3. observe the highest practical standards of environmental care and protection and ensure compliance with current legislation;
 - 9.1.4. observe the need for good practice in health and safety and meet all relevant regulations;

- 9.1.5. maintain adequate insurance cover for Public and Employee liability, and for other statutory requirements;
- 9.1.6. co-operate with local authorities, regulators and other public servants, and allow access to premises where necessary;
- 9.1.7. where relevant to their operations, comply with the WRA Protocol for Verification of Wood Packaging Recycling in England, Wales, Scotland and Northern Ireland; and
- 9.1.8. abide wherever possible by the principles and guidelines contained in the Wood Recycling Industry Code of Practice.
- 9.1.9. abide by the Association's Competition Law Code of Conduct, which is attached as an Annex to these Rules.

9.2. If any members cease to satisfy any of the above criteria, the Board shall have the power to suspend the member in question from membership of the Association with immediate effect. They may, by resolution of the Board, be re-instated upon fulfilment of the criteria for membership.

10. Meetings

- 10.1. Meetings of the Association will normally take place four times a year.
- 10.2. Meeting venues will be announced by the Association Executive Director.
- 10.3. The Annual General Meeting will take place immediately before the Spring Meeting and will be the subject of 21 days' notice to members. At this meeting:
 - 10.3.1. The accounts from the previous year will be presented to members.
 - 10.3.2. Voting will take place for Board membership, if required.
- 10.4. Extraordinary meetings may be called by the Board at any time, as required.

11. Revision of Rules

- 11.1. These Rules will be amended provided that 75% of the Board members present at an Association Board meeting vote in favour of amendments, of which 14 days' notice have been given.

Julia Turner

Association Executive Director
August 2018

Annex:

WRA Competition Law Code of Conduct.

WRA Code of Practice

WRA Privacy Statement

ANNEX TO WRA RULES

Competition Law Code of Conduct

1. INTRODUCTION

1.1 This Code sets out the rules and principles of conduct to which members shall adhere in their dealings in and with the Association in order to prevent the infringement of all relevant EC, UK or other national competition laws. The provisions of this Code apply to:

- any form of interaction, discussion or co-operation between members, whether in person or otherwise; and
- any use, disclosure or review of any information which is or may be commercially sensitive information to any member and which if disclosed to another member or members, could distort competition in the relevant market.

Golden Rules

This Code recognises that, to the extent that members are competitors, they are prohibited by EC and UK competition law (and other national competition laws) from undertaking any form of concerted or collusive behaviour, exchanging commercially sensitive information and undertaking or entering into any other behaviour, agreements, arrangements or practices which have as their object or effect the prevention, restriction or distortion of competition.

The following golden rules should be adhered to at all times by members and their employees:

- Any form of **concerted and collusive behaviour** is prohibited – see Section 2 below.
- Any **exchange of commercially sensitive information** is prohibited – see Section 3.
- All **meetings** held under the auspices of the Association must adhere to **strict guidelines** – see Section 4.

- All **other forms of contact** between Members must adhere to these guidelines – see Section 5.

Members should consult their legal departments or the Association’s Executive Director if they are in any doubt as to the permissibility of any conduct or activity.

2. CONCERTED ACTION

2.1 EC and UK competition law (specifically Article 101 of the Treaty on the Functioning of the EU and Chapter I of the UK Competition Act 1998) prohibit any agreements, arrangements or concerted practices between undertakings which may affect trade within the EC and/or UK and which have as their object or effect the prevention, restriction or distortion of competition.

2.2 Agreements, arrangements or practices that may **breach** the above prohibition include (but are not limited to) those that:

- directly or indirectly fix purchase or selling prices or other trading terms; or
- limit or control production, markets, technical development or investment; or
- share markets or sources of supply.

2.3 Members must ensure that they do not discuss with each other or reach any understandings or agreements which aim to regulate:

- Prices, terms and conditions of sale
- Current or future levels of output or capacity
- Costs, profits, margins or market shares
- The sharing or allocation of markets
- Distribution and supply practices
- Bids, or their intention to bid or not to bid for any contracts or programmes
- Selection, retention of and relations with customers or suppliers
- New products, services or product/service innovations
- Individual business and sales strategy.

3. EXCHANGE OF COMMERCIALLY SENSITIVE INFORMATION

3.1 Competitors should not exchange commercially sensitive information. To do so may constitute a very serious competition law infringement breaching Article 101 of the TFEU and other national competition laws, including in the UK, Chapter I of the Competition Act 1998.

3.2 Commercially sensitive information is information that, if disclosed, would give to the recipient sufficient confidential and commercial information to allow it to have knowledge of and/or to predict the other party’s market behaviour and thus reduce the rivalry and uncertainty which should characterise normal business relations under conditions of competition.

3.3 The table below sets out the type of information that may constitute commercially sensitive information. Exchange or disclosure of the information in the left-hand column is likely to give rise to competition law concerns and should be avoided.

Information exchange which is likely to infringe competition law	Information exchange which is unlikely to infringe competition law
The exchange of any information that relates to the commercial behaviour or competitive position and strategy of a company that a company would not normally disclose to any third party.	The exchange of public domain information, but also information which is widely known in the industry.
The exchange of current confidential information is likely to give the receiving party a competitive advantage.	The exchange of historic information is usually innocuous, but only where the information is sufficiently historic so as not to give an indication of current or future commercial strategy.
The communication of specific information – i.e. relating to individual customers or transactions or other information which is very precise.	If the information is in some way general, aggregated or anonymised , it will be more defensible.
<p>The provision of any confidential information relating to pricing is likely to be considered anti-competitive. This extends to:</p> <p>Information on supply costs or other overhead costs;</p> <p>Customer-facing costs, discounts or rebates;</p> <p>Invoicing practices and payment terms;</p> <p>Margins;</p> <p>Customer-specific pricing strategy or price levels;</p>	When the information is so historic that it bears no relation to or could give no indication of the current or future commercial and competitive environment or the current or future practices of any party, it is unlikely to give rise to any competition law problems

Pricing negotiations; Current or future pricing trends at the individual level.	
The communication of information which relates to business development or strategy decisions (existing or future).	Competition law concerns are unlikely to arise where there is a discussion about industry practices, trends or conditions or general market developments in which no company specific information is disclosed

4. CONDUCT OF BOARD OR OTHER MEETINGS HELD UNDER THE AUSPICES OF THE ASSOCIATION

3.4 General guidance as to the conduct of such meetings is set out in the Notes for Committee Chairs [attached as an appendix to this Code.]

4. CONDUCT OF OTHER COMMUNICATIONS (BILATERAL TELEPHONE CALLS, EMAILS, FAXES AND LETTERS) BETWEEN MEMBERS

4.1 Commercially sensitive information should not be shared by any means.

4.2 Circulation lists for any emails, faxes or letters should be controlled and consistent.

4.3 Where appropriate (for instance if there is any doubt as to whether information may be deemed to be commercially sensitive), a lawyer should be asked to review written communications prior to their being sent.

4.4 Telephone discussions or email chains should be terminated immediately if any commercially sensitive information or issues are raised.

(Note: This Guide has been adopted FROM TEXT originated by, and with the permission of, the Construction Products Association)

APPENDIX: GUIDANCE FOR COMMITTEE CHAIRMEN ON COMPETITION ISSUES

Before any meeting:

- Review carefully the contents of any agenda to ascertain whether any information likely to be discussed is commercially sensitive information between any of the participants.
- When finalising an agenda or other materials, ensure that any commercially sensitive information (if disclosure of such information is essential) is anonymised or aggregated to prevent identification.
- Ensure that any reference to minutes of earlier meetings or topics previously discussed is also scrutinised so that specific sensitive information is not disclosed.

During any meeting:

- The agenda must be respected and the meeting should not stray beyond those items listed to be discussed. Always ensure that sensitive information which has been identified is not disclosed or discussed. It may be necessary to hold split meetings or ask certain personnel to leave the room if commercially sensitive issues are discussed.
- A minute should be taken of the meeting recording (i) the identity of the individuals participating in the meeting and (ii) all discussions during the meeting.
- If, despite best efforts, clearly competition-sensitive information is being discussed, stop the meeting and ensure that the minutes contain a record of why it has been stopped.
- If a participant wishes to clarify (for competition law compliance purposes) whether he or she can or cannot discuss a particular topic, or if any participant has any doubts about an issue he or she would like to raise for discussion, discussion of the topic should be deferred to enable participants to consult their legal departments.
- If any participant feels uncomfortable with the information or issues being discussed, he or she should immediately inform the meeting that he or she disagrees with the nature of the discussion leave the meeting and ask that their departure be recorded in the minutes.
- Report any concerns to the Association's Secretariat in the first instance.

After any meeting

- Take care that minutes do not contain any commercially sensitive information.