

**THE BRITISH CONNECTOR MANUFACTURERS
ASSOCIATION (BCMA)
CONSTITUTION**

1. NAME

The name of the association is BRITISH CONNECTOR MANUFACTURERS ASSOCIATION (BCMA).

2. SCOPE OF THE ASSOCIATION

The BCMA shall deal with all matters affecting the manufacture, design, supply and operation of Electronic Connectors and other such similar products as the BCMA shall from time to time decide. The BCMA shall be a not for profit organization.

3. MISSION STATEMENT

The BCMA exists to provide a favourable operating environment for the benefit of connector manufacturing companies, to provide a forum for discussion on non-competitive issues, and information to assist them in their business.

4. OBJECTIVES OF THE ASSOCIATION

- 4.1 To provide a body for developing and co-ordinating policies relating to matters affecting members.
- 4.2 To promote the interests of members individually and collectively, and to provide channels for communicating and negotiating with other bodies.
- 4.3 To represent the interests of members, in discussions with government or other bodies on any matter of interest to members or their sector of industry.
- 4.4 To help ensure that its sector of industry plays a full role in developing the national interest as affected by the sector of industry.
- 4.5 To organise and facilitate the collection, co-ordination and presentation of statistics for the benefit of members, provided that shall at all times have regard to and fully comply with the requirements of the Competition Act 1998 and any other UK or EU competition law. All data collected by the BCMA shall be the property of the BCMA and shall be kept by and shall remain confidential to the current BCMA statistician.
- 4.6 To provide a forum for discussion and the exchange of non-competitive information between its members.

- 4.7 To assist and encourage members to work together to develop suitable skills training for the benefit of the industry.
- 4.8 To secure group discounts on services and products required by members.
- 4.9 To provide members with the necessary information to access all types of Government business support.
- 4.10 To secure speakers at group meeting on topics of current interest to the industry.

5. MEMBERSHIP

Membership of the Association is open to Companies manufacturing products falling within the scope of the Association. Membership will be annual and calendar year based.

6. ADMISSION INTO MEMBERSHIP

- 6.1 Application for membership of the Association shall be made in writing to the Association Secretary in such form as may be decided by the Association. After investigation by the Association Secretary, the application shall be disseminated to all Association Committee members for voting on their admittance.
- 6.2 All members shall comply with the Constitution of the Association.

7. MEMBERSHIP FEES

- 7.1 Annual subscription (fees) will be payable in advance.
- 7.2 All current members will be invoiced for their annual subscription (fee) in October of the prior calendar year for which the subscription is due.
- 7.3 The payment deadline will be 31 December.

8. TERMINATION OF MEMBERSHIP

- 8.1 A member may resign from membership by giving written notice of their intention to resign to the secretary prior to 1 October. No such resignation shall relieve that member of any charge or liability during that calendar year nor shall the member be entitled to any refund of sums already paid.
- 8.2 Any member not paying their fees by 31 December shall be assumed to have resigned, and will be liable for half of their annual subscription.

9. CHAIRMAN AND VICE CHAIRMAN

- 9.1 The BCMA Chair and Vice Chair shall be elected annually at the annual general meeting and shall not hold office for more than three successive years.
- 9.2 The Chair and, in his absence, the Vice Chair, shall chair all meetings of the BCMA.

10. VOTING

- 10.1 At all meetings of the Association, each member company shall be entitled to one vote, either in person or by proxy lodged with the Secretary of the Association in writing prior to the date of the Meeting.
- 10.2 With the exception of matters in clauses 16 and 17, all matters shall be determined by a majority of votes of those members present and any proxy votes registered.
- 10.3 In the event of an equality of votes, the Chairman shall have a second or casting vote.

11. MANAGEMENT OF THE ASSOCIATION

- 11.1 The BCMA shall hire or employ a statistician and a secretary. From time to time the secretary and statistician may be the same person.
- 11.2 The statistician shall keep all data provided by members in a secure manner, which preserves to confidentiality of that data. He shall provide summary reports of that data and annual assessments of the UK connector market to members contributing data.
- 11.3 The secretary shall organise meetings, prepare the minutes of the meetings, arrange speakers for the meetings, collect fees and organise the payment of invoices.
- 11.4 Two participants of the BCMA shall be elected as bank account signatories. The BCMA secretary shall also be a signatory to the account. Two signatures will be required on every BCMA cheque.

12. MEETINGS OF THE ASSOCIATION

- 12.1 The BCMA Annual General Meeting of the Association shall be the only regular meeting. Other meetings will be called whenever appropriately required.
- 12.2 Each member company shall be entitled to send one voting representative to any BCMA meeting. The representative shall be of adequate status (within his Company) to commit his Company on all matters appertaining to the Association without recourse to ratification.

- 12.3 With the exception of matters in clauses 16 and 17, all votes and resolutions shall be deemed to have been carried if agreed by a simple majority of the members present and any proxy votes registered.
- 12.4 The quorum at all meetings of the Association shall be not less than 25% (twenty five percent) of the members of the Association.

13. DUTIES OF MEMBERS

Membership endows upon members the duty to actively support the objectives and constitution of the BCMA.

14. FINANCE

- 14.1 Annual subscription (fees) will be payable in advance.
- 14.2 All current members will be invoiced for their annual subscription (fee) in October of the prior calendar year for which the subscription is due.
- 14.3 The payment deadline will be 31 December.
- 14.4 Companies not paying by 31 December will be assumed to have resigned and will be liable for half their annual subscription.
- 14.5 Companies wishing to resign their membership may avoid that penalty fee by writing a resignation letter to the secretary prior to 30 September, so that the secretary may acknowledge receipt of the resignation by 1 October.
- 14.6 Resignation will be deemed to be accepted upon the secretary acknowledging receipt of a resignation letter.
- 14.7 There will be no refund of subscription to resigning companies.
- 14.8. At the dissolution of the BCMA all monies remaining after winding up the BCMA will be proportionally returned to the members at dissolution.
- 14.9 Prior to each October the BCMA will agree a budget for the services to be provided to the BCMA during the following calendar year and the subscription fee necessary to raise that sum. Other services may be provided by the BCMA at an additional cost to those requiring them.

15. MINUTES OF MEETINGS

- 15.1 Minutes shall be taken at all meetings of the BCMA.

15.2 Minutes will be sent to each member once the draft minutes have been approved by the chair.

16. ALTERATIONS TO THE CONSTITUTION

The Constitution of the BCMA may be amended at the AGM by a resolution carrying 75% (seventy five percent) of the votes of the members present and any proxy votes registered

17. DISSOLUTION

The BCMA shall be dissolved if a resolution for the dissolution of the BCMA be passed by the BCMA with a like majority to that in Clause 15 and providing that no such resolution shall be effective unless the BCMA has made full provision for the discharge of any liabilities existing at the date of dissolution or arising there from.

In the event of the dissolution of the BCMA, the members shall contribute on a pro-rata to basis, such sums as may be required to cover the winding-up expenses and any outstanding liabilities. Any surplus funds shall similarly be dealt with.

18. ARBITRATION

If at any time any dispute or difference shall arise between the Association and a Member, the Member may give notice to the Association in writing within three months of the dispute or difference arising and failing a settlement by negotiation within one month of that notice the matter shall be referred to arbitration before a sole arbitrator appointed by the Chairman for the time being of the Chartered Institute of Arbitrators.