

November 2020

V8

## BCA Operating Procedures

Membership of the British Cables Association (BCA) in any category is subject to the Cable Makers Properties & Services Ltd (CMPS) Terms & Conditions. The Terms & Conditions for the Cable Makers Properties & Services Ltd, the trading/invoicing company of BCA, are shown at Annex H.

### A. SCOPE AND OBJECTIVES

#### 1. Title

The Association shall be called the British Cables Association (hereinafter referred to as BCA).

#### 2. Mission

The mission of the BCA is to represent its members on relevant major policy issues, to promote the interests of UK cable makers and associated businesses throughout Europe and the world-wide markets and, where appropriate, to provide services with the objective of contributing to the commercial success of the UK cable and cable systems industry.

#### 3. Role

The BCA is the forum for matters of common interest to cable makers and associated businesses throughout the UK (hereinafter referred to as "the Industry"). The Association seeks to provide services, including technical representation, more efficiently and effectively than can members individually. The primary focus of the role is to deliver the agreed objectives in an effective and timely manner.

The Cable Makers Properties & Services Ltd is the legal entity and trading company for BCA.

#### 4. Objectives

In particular BCA shall:

- a. Establish a business plan to support the mission statement, strategy and direction.
- b. Monitor and report progress against objectives and actions so identified.
- c. Represent the views of the industry to the UK Government, to public and other bodies, and to local and other authorities in the UK, in Europe and in any other parts of the world on matters relating to or affecting the Industry.
- d. In accordance with the agreed strategy of BCA, promote, support and lobby in respect of legislation and regulations, locally, nationally or internationally on matters affecting or which may affect the Industry.
- e. Negotiate or co-operate with Government, other industrial federations, trade associations, companies or individuals in the UK or abroad in order to promote the objectives of BCA with regard to the Industry.
- f. Maintain, assist and promote home and export trade in the products of the Industry.
- g. Provide a forum for the definition, collation and distribution of appropriate statistical information.

- h. Participate in the work of European and international Industry bodies, ensuring that the Industry position is clearly communicated and understood and seek to positively influence the ever-changing balance between national, European and international interests.
- i. Co-ordinate and support scientific, technical, market and other research and developments in the products of the Industry.
- j. Promote and establish technical standards in co-operation with users, UK Government, the British Standards Institution and other authorities in the UK, in Europe and internationally.
- k. Consider, advise and, as determined by the Association, take appropriate action on all environmental matters associated with manufacturing materials, processes and the total life cycle of Industry products.
- l. Encourage the establishment of Product Groups to focus on the particular interests of specific sectoral activities such that they are catered for in an effective manner.
- m. Undertake such other activities as may be agreed from time to time.

## **B. MEMBERSHIP**

### **5. Categories of Membership**

Membership of BCA is open to any UK-registered company which manufactures insulated metallic or fibre optic cables, wires, their accessories and/or related products and services. This includes electric wires and cables, cable accessories and associated products at any voltage, used for the transmission of energy, and metallic or optical cables used for communications or control purposes, and related products and services. The categories of membership, eligibility requirements for each and related information are set out below and in Annexes. Membership may be held in one or more categories. The BCA Council may establish further categories of membership or make amendments to existing categories, by special resolution.

- a. **Full Membership** is open to cable companies as defined in Annex A. Prospective members are required to satisfy the eligibility requirements stated. Whilst a member, accept the entitlements and obligations of membership as set out.
- b. **Associate Membership - Cables** is open to cable companies as defined in Annex B. Prospective members are required to satisfy the eligibility requirements stated and accept their role to participate in the Association's activities.
- c. **Associate Membership – Cable Accessories** is open to cable accessories companies as defined in Annex C. Prospective members are required to satisfy the eligibility requirements stated and accept their role to participate in the Association's activities.
- d. **Associate Membership - Microduct** is open to microduct sector companies as defined in Annex D. Prospective members are required to satisfy the guidelines as stated and accept their role to participate in the Association's activities.

### **6. Admission to Membership**

Membership of BCA is open to UK-registered companies only. Companies interested in applying to join the BCA should initially contact the Secretary General to establish eligibility and category or categories of membership, and then complete the appropriate application form.

Formal application for membership starts with the completion of this form. The Secretary General will provide the applicant company with an indication of the expected subscription level for membership dues and other costs based on category or categories of membership and other services, company turnover and scope of activities. The applicant then signs the membership agreements, committing to the BCA Operating Procedures and to the Terms & Conditions of Cable Makers Properties & Services Ltd. and the agreement on payment of invoices. The applicant company is then proposed to the BCA Council, with a vote taking place at the next meeting or by correspondence.

- a. Candidates for membership in any category must satisfy the Secretary General, acting on behalf of BCA Council, of their good standing and eligibility for that category.
- b. Candidates for membership in any category are elected to membership by the BCA Council. Prospective members are required to be proposed and seconded by current members.
- c. Once elected the new member shall provide the name of one person from the company who will act as the Principal contact for that company. Member companies may change their nominated Principal at any time, having informed the Secretary General in writing.
- d. Once elected the new member shall provide the name(s) of up to two persons who shall be the accredited representatives of that member to BCA Council (this may include the Principal). Members may change their accredited representatives at any time, having informed the Secretary General in writing.
- e. BCA Council has the power to elect new members or to expel any member.

## **7. Finance and Maintenance of Membership**

- a. BCA's operating costs shall be met by contributions from members on a basis agreed by the BCA Council. Subscription levels for membership dues and other costs are set for the calendar year ahead at the autumn meeting of the BCA Council, at which the CMPS Ltd budget for the following year is agreed.
- b. Subscription invoices are issued quarterly. Contributions are to be paid to CMPS Ltd.
- c. All members must pay their invoices in a timely manner. Members are required to agree to and sign an agreement on late payments – see Annex F.
- d. All members are to agree to and sign the CMPS Ltd Terms & Conditions – see CMPS 6631, dated May 2018 – attached at Annex H.
- e. Members subject to changes including restructuring, change of ownership or name should notify the Secretary General in writing so that records may be updated.
- f. For clarification, CMPS Ltd is operated as a 'Not for Profit' company. The Directors of CMPS Ltd receive a financial summary, being a Balance Sheet and Profit & Loss statement, following the end of each quarter.

## **8. Cessation of Membership**

- a. If any member shall enter into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or shall have a receiver appointed over any part of its business which is the subject of BCA membership or being a person or partnership shall become bankrupt or make an arrangement with creditors that member shall forthwith cease to be a member of BCA unless BCA shall otherwise decide by ordinary resolution in BCA Council. The obligation to pay subscriptions as dictated by the CMPS Ltd Terms & Conditions, see Annex H, being twelve months' notice, will remain.
- b. Any member may at any time give not less than twelve months' written notice to the Secretary General of their intention to resign from BCA, or from a category of membership or Product Group, and shall be bound to pay all subscriptions or any other monies due until the expiry of that notice.
- c. Any member ceasing to be a member of BCA for any reason, including the dissolution of BCA, shall be liable for his share of expenses up to the effective date of resignation and for his share of the costs of any commitments entered into during the currency of his membership but not met at the date of his ceasing to be a member.
- d. If a member ceases to satisfy the relevant membership criteria or where it is judged that the member has persistently failed to participate in any or all of the objectives of BCA may be expelled from membership on a Special Resolution of BCA Council.
- e. BCA may be dissolved by Special Resolution at any time, but such Special Resolution shall not take effect unless and until confirmed by a further Special Resolution passed at an Extraordinary Meeting of BCA Council held not earlier than twenty-eight days from the date of the first such Special Resolution.

## **C. STRUCTURE AND OPERATIONS OF BCA**

### **9. BCA Council**

- a. The BCA Council is the principal decision-making forum for the BCA.
- b. All members of BCA in any category of membership and are entitled to attend and participate in BCA Council meetings through their accredited representatives and receive information issued to BCA Council.
- c. Voting rights at BCA Council are set out in the guidelines for each category of membership.
- d. Members' accredited representatives (see 6 d) may be replaced by their member company at any time with notice of the change given to the Secretary General. In the event of a member's representative ceasing to participate in BCA Council the member shall make every effort to fill the vacancy as soon as possible.
- e. Members may request additional observers participate in BCA Council business, but this is subject to the agreement of BCA Council and is not transferable.
- f. The Council shall meet at least three and no more than five times a year. A quorum shall be three members including one "permanent" member.
- g. The business of BCA Council may be conducted via in-person meetings, by online meetings, or by correspondence.

### **10. President, President-Elect and Vice-President**

- a. The President of the Association shall be chosen from among the accredited representatives of the Full Members and shall serve on the BCA Council.
- b. The President is elected annually at the Annual General Meeting (AGM) of the Association. The office of President shall not be held for more than two consecutive years without there being a re-election.
- c. In the event of the President withdrawing during their term of office the BCA Council shall elect, from amongst the accredited representatives, another President subject to endorsement at the next AGM.
- d. BCA Council may from time to time elect by ordinary resolution a President-Elect and/or a Vice President.

### **11. Management Group**

- a. The Management Group is the executive committee of the BCA Council.
- b. The Management Group shall have a minimum of three and a maximum of six members, one of whom shall be the President of the Association.
- c. The members of the Management Group also serve as directors of CMPS Ltd.
- d. The Management Group shall control all financial and administrative matters of BCA through their fiduciary duties to CMPS Ltd.
- e. The Management Group has the power to discuss and decide on any matter incidental to the achievement of the objectives of BCA or CMPS.
- f. The Management Group shall have representatives of three appointed nominated "permanent" members below:

AEI Cables Limited  
Nexans UK Ltd  
Prysmian Cables and Systems Limited

and three other representatives to be elected annually from the remaining members of BCA. One of the "three member companies on the Management Group" shall retire by rotation each year but shall be eligible for re-election.

- g. Meetings of the Management Group shall be held at the behest of the President.
- h. The Management Group may co-opt expertise to join the group as they see fit.

## **10. Meetings of BCA Council**

- a. Meetings of BCA Council shall be held as required, but at least three meetings shall be held in each calendar year. Not less than seven days' notice shall be given of a meeting and of the business to be transacted thereat.
- b. One of the meetings held in each year (generally the summer meeting) shall be the Annual BCA Council Meeting and incorporate an Annual General Meeting (AGM) to elect officers and to transact any other business. Not less than fourteen days' notice shall be given of the AGM and of the business to be transacted thereat.
- c. With the agreement of members, meetings may be held via electronic teleconferencing means/facilities. All rules for normal meetings shall apply and minutes are to be taken.
- d. Business not on the agenda of a meeting shall not be transacted without the approval of all members present. A quorum at a BCA Council meeting shall be 3 members, including one "permanent" member at that time. If a quorum is not present the meeting shall be adjourned for not less than seven days, and three days' notice of a reconvened meeting shall be given to all members. At the reconvened meeting the business of the original meeting shall be proceeded with.
- e. Only Accredited Representatives shall be entitled to attend BCA Council meetings but any member unable to attend any meeting shall be entitled to authorise an alternate member of his company to attend, or any other member to represent him at that meeting. Notice of any such authorisation shall be deposited with the Secretary-General prior to the said meeting.
- f. In addition to the Accredited Representatives of members, Chairmen of Product Groups and other committees shall to be invited to attend the Annual BCA Council Meeting and report accordingly. They are also entitled to attend any other meeting of BCA Council or alternatively may be invited by the Chairman to attend a specific meeting of BCA Council.
- g. Representatives of other organisations or groups may be invited to attend BCA Council meetings with the agreement of the President.
- h. Any three or more members may, by notice in writing to the Secretary General stating the business desired to be transacted, demand that a meeting of BCA Council shall be called and the Secretary General shall call such a meeting to be held within fifteen days of receipt of the said notice.
- i. Meetings of BCA Council shall comply with the requirements of the BCA Competition Law Checklist, set out at Annex G.

## **11. Voting in BCA Council Meetings**

- a. For both Ordinary Resolutions and Special Resolutions, each member (company) shall have one vote. Members may vote in favour or against a resolution, or may abstain.
- b. Members unable to participate in a vote may nominate a proxy in writing to the President.
- c. Except where these operating procedures provide for a Special Resolution, all decisions shall be by Ordinary Resolution and shall be carried by a simple majority of the votes cast, provided that either before or within seven days after the declaration of the result of any such vote any member may demand that the decision shall be made by Special Resolution. In such an event the result of any vote concerned shall be void and a Special Resolution shall be submitted to a meeting of BCA Council to be held within twenty-one days of the date of the original declaration.
- d. For a Special Resolution to be passed, not less than 75% of the total number of votes cast (including abstentions) shall be required to be in favour. In the event of a member's absence, or a vote not being cast, that member's vote will be counted with the majority.
- e. In the event of a tied vote the Chairman of the meeting shall not have a casting vote.
- f. Associate Members do not have any voting rights, but their opinions on any resolution will be sought.
- g. An Ordinary or Special Resolution agreed to in writing, by letter or electronically, by all members shall be as valid as if duly passed at a meeting.

## **12. Product Groups and other Committees / Working Groups**

- a. BCA Council may establish Product Groups, committees, sub-committees or working groups as appropriate to deal with various aspects of BCA's operations and may act as sponsor or co-ordinator for any Product Group with business sharing similar interest.
- b. Meetings of Product Groups, committees, sub-committees and working group shall have defined terms of reference, reporting line(s) and be ultimately responsible to BCA Council.
- c. Product Groups, committees, sub-committees and working group shall comply with the requirements of the BCA Competition Law Checklist, set out at Annex G.
- d. Member companies active in the UK market within the scope of a Product Group or other committee, sub-committee or working group may request to participate.
- e. Member companies will be accepted as participants by the agreement of the current members of each group, or in the event of a disagreement, by BCA Council. Any related subscription must be paid in order to participate.
- f. Member companies may nominate one or more representatives to participate in the work of each group in which they participate, as set out in the terms of reference. Representatives should have applicable skills and experience to bring to the work of the group, and not be subject to a conflict of interest. Nominated representatives shall be considered by current group members, or in the event of a disagreement, by BCA Council.
- g. Meetings of groups and committees shall be held as required. Meetings may be held face-to-face or by electronic means.
- h. Decisions made in Product Groups, committees, sub-committees and working groups should be reached preferably by consensus. In the event of disagreement, reference should be made to the sponsoring group, or to BCA Council.
- i. A list of current groups is maintained in Annex E.

## **13. Notices of Meetings**

- a. Notices of any meeting of BCA shall be sent electronically in writing to the nominated accredited representatives of each member. The non-receipt of any notice shall not invalidate the proceedings of any meeting.
- b. Members of are expected to make every effort to attend meetings or to send an approved alternate or deputy.

## **14. Meeting Records and Proceedings**

- a. All meetings undertaken by the Association are to have a member of the BCA secretariat present to record and take minutes of the meeting.
- b. The BCA Competition Law Checklist is to be acknowledged at every BCA meeting and the members agree to abide the guidance – see Annex G.
- c. Once cleared by the Chairman of the meeting the minutes are to be distributed to the members of the committee or group concerned as a numbered document. All minutes are to contain a security caveat indicating that the minutes are for BCA Members Only and are not to be distributed to any other organisation.
- d. All meetings are to approve of the last meeting's minutes at the next available opportunity. All minutes are open to be seen by the company's Auditor or legal advisers at any time.

## **16. BCA Website / Online Document Repository**

- a. BCA's website is located at [www.bcauk.org](http://www.bcauk.org). The "Members Only" section of BCA's website can be accessed using a Username & Password issued by the Secretary General. These access codes will be changed periodically.
- b. Documents for BCA groups and committees may be held in an online document repository with access using a separate Username and Password, issued by the Secretary General.

## **D. ADDITIONAL**

### **17. Amendments to BCA Operating Procedures**

- a. These BCA Operating Procedures may be amended by Special Resolution provided that not less than twenty-eight days' notice is given to members of the terms of the said Special Resolution.

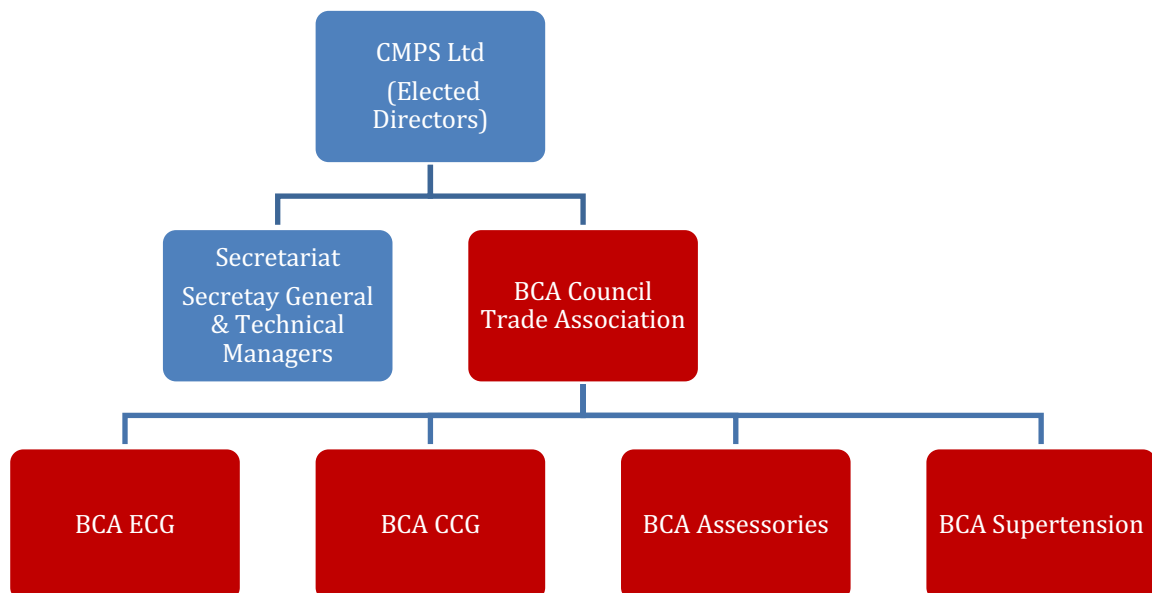
### **18. Administration**

- a. The administration and secretariat services shall be provided by Cable Makers Properties and Services Ltd.
- b. The Secretary General and the other members of the secretariat (Technical Managers etc.) shall be subject to the control of the President of the Association and Chairman of CMPS Ltd.

### **19. Dissolution**

- a. The Association may be dissolved by Special Resolution at any time, but such Special Resolution shall not take effect unless and until confirmed by a further Special Resolution passed at an Extraordinary Meeting of BCA Council held not earlier than twenty-eight days from the date of the first such Special Resolution.

## **The Organisation – relationship between CMPS & BCA**



## **Full Membership of BCA**

### **1. Eligibility for Establishing and Maintaining Membership**

- a. Company must be registered in the UK (England & Wales, Scotland, or Northern Ireland).
- b. Company must have been trading in the UK cables market for at least three years.
- c. Company must have annual UK cable sales of at least £7m.
- d. Company must either:
  - i. operate one or more cable manufacturing factories located within the UK, or,
  - ii. have previously operated such a factory while a BCA member.
- e. Company must operate a full-time UK-based commercial operation (not through an agent) and possess a local logistics structure and customer invoicing capability (UK legal entity).

### **2. Rights and Obligations of Full Membership of BCA**

- a. Company must be prepared to take a full part in such BCA activities as are permitted by their membership status and interests.
- b. Company must abide by the BCA's Operating Procedures.
- c. Company must be supportive of the Industry, the Association and its members and by their actions not bring the Industry, the Association or its members into disrepute.
- d. Company will be allocated shares in CMPS Ltd.
- e. Company will be entitled to attend and vote at BCA Council meetings.
- f. Company will be entitled to attend and vote at the BCA AGM.
- g. Company will be entitled to attend the Annual Dinner and similar social events.
- h. Company will be entitled to membership of all business and technical committees.
- i. Company will be entitled to receive and have access to all BCA Council documents.
- j. Company will be entitled to receive all newsletters and related documents.
- k. Company will be entitled to access all online services including BCA's website.

#### **Note**

This category of membership includes companies active in both cables and accessories.



## **Associate Membership of BCA (Cable Manufacturer)**

### **1. Eligibility for Establishing and Maintaining Membership**

- a. Company must be a cable manufacturer in an EU or EEA country, with a national Trade Association that belongs to Europacable.
- b. Company must be a full member of the local Trade Association in their home country.
- c. Company must have been a legitimate trader in the UK cables market for 3 years.
- d. Company must have annual UK cables sales of at least £7m.
- e. Company must have a full-time UK commercial operation (not an agent) and possess a local logistics structure and invoicing capability (UK legal entity).

### **2. Rights and Obligations of Associate Membership of BCA (Cable Manufacturer)**

- a. Company must be prepared to take a full part in such BCA activities as are permitted by their membership status and interests.
- b. Company must abide by the BCA's Operating Procedures.
- c. Company must be supportive of the Industry, the Association and its members and by their actions not bring the Industry, the Association or its members into disrepute.
- d. Company will be allocated shares in CMPS Ltd.
- e. Company will be entitled to attend and vote at BCA Council meetings.
- f. Company will be entitled to attend the BCA AGM, but not eligible to vote.
- g. Company will be entitled to attend the Annual Dinner and similar social events.
- h. Company will be entitled to membership of all business and technical committees.
- i. Company will be entitled to receive and have access to all BCA Council documents.
- j. Company will be entitled to receive all newsletters and related documents.
- k. Company will be entitled to access all online services including BCA's website.

### **3. Notes**

These guidelines are not related to Associate Members in the Cables Accessories sector.

## **Associate Membership of BCA (Cable Accessories)**

### **1. Eligibility for Establishing and Maintaining Membership**

- a. Company must be a UK manufacturer of LV/MV cable accessories in the UK (in particular, they must manufacture key functional components of cable accessories).
- b. Company must have been be a legitimate trader in the UK accessories market for 3 years.
- c. Company must have annual UK cable accessories sales of at least £3m.
- d. Company must have a full-time UK commercial operation (not an agent) and possess a local logistics structure and invoicing capability (UK legal entity).

### **2. Rights and Obligations of Associate Membership of BCA (Cable Accessories)**

- a. Company must be prepared to take a full part in such BCA activities as are permitted by their membership status and interests.
- b. Company must abide by the BCA's Operating Procedures.
- c. Company must be supportive of the Industry, the Association and its members and by their actions not bring the Industry, the Association or its members into disrepute.
- d. Company will be allocated shares in CMPS Ltd.
- e. Company will be entitled to attend and vote at BCA Council meetings.
- f. Company will be entitled to attend the BCA AGM, but not eligible to vote.
- g. Company will be entitled to attend the Annual Dinner and similar social events.
- h. Company will be entitled to membership of all Cable Accessories committees.
- i. Company will be entitled to receive and have access to all BCA Council documents.
- j. Company will be entitled to receive all newsletters and related documents.
- k. Company will be entitled to access all online services including BCA's website.

### **3. Notes**

These guidelines are not related to Associate Members in the Cable Manufacturer sector.

## **Associate Membership of BCA (Microduct)**

### **1. Eligibility for Establishing and Maintaining Membership**

- a. Company must be registered in the UK (England & Wales, Scotland, or Northern Ireland).
- b. Company must have been trading in the UK market for at least three years.
- c. Company must have annual UK sales of at least £3m.
- d. Company must be a supplier of microduct systems or components, or provide materials, equipment or services to the microduct sector.
- e. Company must operate a full-time UK-based commercial operation (not through an agent) and possess a local logistics structure and customer invoicing capability (UK legal entity).

### **2. Rights and Obligations of Associate Membership (Microduct)**

- a. Company must be prepared to take a full part in such BCA activities as are permitted by their membership status and interests.
- b. Company must abide by the BCA's Operating Procedures.
- c. Company must be supportive of the Industry, the Association and its members and by their actions not bring the Industry, the Association or its members into disrepute.
- d. Company will be entitled to attend the BCA AGM but not to vote.
- e. Company will be entitled to attend the Annual Dinner and similar social events.
- f. Company will be entitled to membership of the Microduct Interest Group (MIG) and participate fully in its activities.
- g. Company will be entitled to receive and have access to all MIG documents.
- h. Company will be entitled to receive all general membership newsletters.

### **Notes**

Unless a Member or Associate Member in another category, companies in this category of membership will not be eligible to attend BCA Council meetings (except by the invitation of the President) and will not be eligible to participate in any other product groups or committees.

Unless a Member or Associate Member in another category, companies in this category of membership will not be allocated shares in CMPS Ltd.

## BCA Product Groups, Committees, Sub-Committees and Working Groups

Established as at November 2020.

Title	Acronym	Type	Responsible To
Energy Cables	ECG	Product Group	BCA Council
Energy Cables Technical Committee	ECTC	Sub-Committee	ECG
Energy Cables WG2	WG2	Working Group	ECTC
Cables CPA WG (ad hoc) **	-	Working Group	ECG
Communications Cables	CCG	Product Group	BCA Council
Communications Technical	CCGT	Sub-Committee	CCG
Microduct Interest Group	MIG	Sub-Committee	CCG
Power Accessories	PABC	Product Group	BCA Council
Power Accessories Technical Comm.	PATC	Sub-Committee	PABC
Accessories CPA WG (ad hoc) **	-	Working Group	PABC
Supertension Cables	STC	Product Group	BCA Council
CPR Implementation	CPR-ITF	Working Group	BCA Council
Joint WG Fire	JWGF	Working Group	ECTC/CCGT
Approved Cables Initiative	ACI	Committee	BCA Council

\*\* Ad hoc WGs are re-established as and when needed to update the CPA schemes.

All BCA members

## Late Payment Charges

The Association's trading company CMPS Ltd issues invoices for membership dues and other agreed costs at the beginning of each quarter (January, April, July and October). Payment terms are 30 days, and payment is expected to be received within the month of issue of each invoice; this helps our cash flow.

If a payment due has not been received by the end of the quarter for which the invoice is issued, CMPS Ltd will automatically charge interest on the sum outstanding from the first day of the following quarter, at a rate of 2% per month compound, for each full or part calendar month the payment is outstanding, until payment of the original quarter's invoice is received in full into CMPS's bank account.

Accumulated late payment surcharges will be added to a subsequent quarter's invoice or issued separately.

The status of debtors is monitored by CMPS's financial administrator on a regular basis, listed at beyond 30, 60 or 90 days. Statements will be issued when necessary, but as a reminder. Having carefully considered the burden of chasing payments on our resources, this is not a good use of time and therefore CMPS will levy a surcharge as above on all late payments.

For the sake of clarity, as an example:

Invoice date	Payment due	End of quarter	Payment rec'd in 1 <sup>st</sup> month of next quarter (i.e., Jul)	Payment rec'd in 2 <sup>nd</sup> month of next quarter (i.e., Aug)
A	B	C	D	E
1 April	Within April	30 June	2% surcharge on A	2% surcharge on D
£2,000			Surcharge due £40	Surcharge due £80.80

These arrangements form part of the Terms and Conditions of CMPS Ltd which members agree to abide by as a condition of membership, as evidence by the signature of the member's representative.

COMPETITION LAW CHECKLIST FOR BCA MEETINGS	
DO	DON'T
Ensure strict performance in areas of:	Do not discuss or allow the exchange commercially sensitive information with other companies, including for example information on:
<b>Oversight/ supervision:</b>  Have a BCA representative at each meeting; Consult with where appropriate the Secretary General on all questions which might be related to competition law; Limit meeting discussions to agenda topics; Provide each attendee with a copy of this checklist, and have a copy available for reference at all meetings.	<b>Prices, including:</b>  Individual company/ industry prices, raw materials or other purchasing prices, price changes, price trends, price differentials, discounts, trade margins or any other element of pricing, allowances, credit terms, etc.; Terms and conditions of purchase or sale.
<b>Recordkeeping:</b>  Have an agenda and minutes which accurately reflect the matters discussed;  Ensure the review of agendas, minutes and other important documents by the designated chairman and appropriate staff in advance of distribution;  Fully describe the purposes, structures and authorities of the group.	<b>Production, including:</b>  Individual company data on costs, production, capacity, inventories, sales, etc.;  Investment levels, production planning or output levels;  Changes in individual company/ industry production capacity or inventories, etc.
<b>Vigilance:</b>  Object to any discussion or meeting activities which appear to violate this checklist; ask for such activities to be stopped so that the appropriate legal check can be made by the Secretary General or senior person present and disassociate yourself from any such discussion or activities. For the attendees of a meeting at which discussions appear to violate this checklist, have your objection recorded in the minutes of the meeting; leave the meeting should such discussions continue and have this recorded in the minutes of the meeting.	<b>Transportation rates:</b>  Rates or rate policies for individual shipments, including basing point systems, zone prices, freight, etc.
<b>Fringe meetings:</b>  Be particularly cautious about competitive information being exchanged in informal gatherings and fringe meetings before/after trade association meeting.  If such competitive information is discussed, make known your objection and leave the conversation.	<b>Market procedures, including:</b>  Plans of individual companies concerning the design, production, distribution or marketing of particular products, including proposed territories or customers; Company bids for contracts for particular products, company procedures for responding to bid invitations; Matters relating to actual or potential individual suppliers or customers; Matters that might have the object or effect of influencing market conduct; Blacklist or boycott customers or suppliers.

**Note: CMPS is the trading company of BCA.**

The Terms and Conditions set out below are relevant to all members of BCA. Every BCA company member will be asked to sign the CMPS Ltd T&Cs at the first BCA Council meeting of the year.

## **Cable Makers Properties & Services Ltd - Terms and Conditions**

### **1. Interpretation**

#### **1.1 In these Conditions:**

"APPLICATION FORM" means the Application Form shown on the website [www.bcauk.org](http://www.bcauk.org)

"BCA" is British Cables Association, the trade association of the UK cable manufacturers

"BOARD" is the Council of BCA

"CMPS Ltd" is Cable Makers Properties & Services Ltd, the legal entity

"CONDITIONS" means the terms and conditions set out in this document.

"CONTRACT" means the contract for the supply of the Services through BCA or CMPS Ltd.

"MEMBER" means the company that wants the Supplier to provide the Services in accordance with the Conditions.

"PASSWORD" means a confidential password given by BCA to authorised persons to allow access to password protected information, held on the Members Only section on an BCA database or the BCA website

"SECRETARY GENERAL" refers to the Chief Executive of the BCA.

"SERVICES" means the Services which the Supplier is to supply in accordance with the Conditions.

"SUBSCRIPTION" bears the meaning set out in clause 3.1 below.

"SUPPLIER" means BCA, the trade association or CMPS Ltd.

"WEBSITE" refers to BCA's website at [www.bcauk.org](http://www.bcauk.org)

"WRITING" includes cable, facsimile transmission, email and comparable means of communication.

1.2 Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in the Conditions are for convenience only and shall not affect their interpretation.

1.4 A prospective Member is required to be proposed and seconded by a current Member, or associate Member, of the BCA.

### **2. Supply of the Services**

2.1 The Supplier shall take all reasonable steps to provide the Services in accordance with the Conditions.

2.2 The Supplier reserves the right to vary the Conditions and the terms of the Contract at any time. Such variations, having been agreed by the Board, shall be notified to the Member by email. Unless he notifies the Supplier in writing to the contrary within 7 calendar days of the date of the email message, the Member shall be deemed to have accepted the variations.

2.3 The Supplier's employees or agents are not authorised to make any representations concerning the Services unless such representations are confirmed by the Secretary General of the Supplier in Writing. The Member acknowledges that it does not rely on, and

waives any claim for breach of, any such representations which are not so confirmed.

### **3. Price for the Services**

- 3.1 The Subscription shall be the fee(s) payable by each Member each quarter and/or year in respect of the provision of the Services by the Supplier. Such subscription(s) being set out in the Application Form or, where no fee(s) has/have been set out, the Supplier's quoted price for the Services current at the date when the Member signs the Application Form.
- 3.2 The Supplier reserves the right to increase the Subscription once approved by the Board.
- 3.3 The Subscription is exclusive of any applicable value added tax.

### **4. Terms of Payment**

- 4.1 The Member shall pay the Subscription in accordance with the method agreed with the Supplier. Payment is due within one month of the date of the invoice. Payment on time of the Subscription is of the essence. Receipts for payment will be issued only upon request.
- 4.2 If the Member fails to make any payment one month after the end of the quarter referred to in the invoice then the Supplier will charge interest on the sum outstanding at a rate of 2% per month, for each month until payment is received into CMPS bank.

### **5. Warranties and Liability**

- 5.1 Except as expressly provided in the Conditions and with reference to provision of the Services, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.2 Where the Services are supplied under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Member remain unaffected by the Conditions.
- 5.3 Given the fact that the Supplier has no control whatsoever over and in respect of the information passed over the Internet, the Supplier expressly excludes any

warranties relating to the accuracy or otherwise of such information.

- 5.4 The Supplier shall not be liable for any loss (whether direct or indirect) to any Member, whether of data or otherwise, caused by any delay or interruption in the provision of the Services.

#### **5.5 The Member warrants that:**

- 5.5.1 It shall not knowingly or recklessly transmit any electronic material (including viruses) through the Services which shall cause or is likely to cause detriment or harm, in any degree, to computer systems owned or operated by the Supplier or other Internet users;
- 5.5.2 It shall not (or authorise or permit any other party to) use the Services to receive or transmit material which is in violation of any law or regulation which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright) or otherwise unlawful;
- 5.5.3 It, as the registered user of the account, will keep the username and password secure to them alone and not let them become public knowledge;
- 5.5.4 If the password becomes known to any unauthorised person it will inform the Supplier immediately.

### **6. Data Protection**

- 6.1 The Supplier with the consent of the Member hereby given shall be entitled to place any information provided by the Member in a computerised directory belonging to the Supplier and maintained accordingly.

### **7. Password**

- 7.1 The Supplier reserves the right to change the Member's password at any time and for any reason whatsoever.

### **8. Maintenance and Repairs**

- 8.1 The Supplier reserves the right to shut-down the website ([www.bcauk.org](http://www.bcauk.org)) or any part thereof at any time in order to carry out repair and maintenance work. The Supplier shall take reasonable steps to inform the Member of such shut-downs but shall not be liable if it does not do so.



## **9. Force Majeure**

9.1 Any Supplier shall not be liable to the Member or be deemed to be in breach of the Conditions and/or the Contract by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to any cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control:

- 9.1.1 Act of God, explosion, flood, tempest, fire or accident;
- 9.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.1.3 acts, omissions, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or public telephone operators;
- 9.1.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);
- 9.1.5 power failure or breakdown in machinery.

## **10. Indemnity**

- 10.1 If any claim, demand, action or proceeding is made against the Supplier in respect of the use or mis-use of the Services by the Member or any breach of the Conditions and/or Contract by the Member then the Member shall fully indemnify and hold harmless the Supplier against all loss, damages, costs and expenses awarded against, or incurred by, the Supplier in connection with the claim, demand, action or proceeding or paid or agreed to be paid by the Supplier in settlement of the claim, demand, action or proceeding.
- 10.2 The Member shall give the Supplier all reasonable assistance for the purposes of any such proceedings or negotiations above-mentioned.

## **11. Duration and Termination**

- 11.1 The Contract shall come into force on the date set out in the Application Form or the date of the Member's signature on the returned Terms and Conditions whichever

is the earlier date. The Contract shall continue until such time as it is terminated by either party giving to the other after the first anniversary hereof not less than twelve months' written notice of its intention to terminate. In the event that the Member terminates the Contract earlier than the minimum twelve month period, he shall not be entitled to a refund or rebate of all or any part of the Subscription paid. In the event that the Supplier terminates the Contract, the Member will only be entitled to a refund or rebate if it does so without cause.

- 11.2 The Supplier shall be entitled forthwith to terminate the Contract if:
  - 11.2.1 the Member commits a breach of any of the provisions of the Conditions or the Contract;
  - 11.2.2 an encumbrancer takes possession or a receiver or administrator is appointed over any of the property or assets of the Member;
  - 11.2.3 the Member makes a voluntary arrangement with its creditors or becomes subject to an administration order;
  - 11.2.4 the Member goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the Member under the Contract); or
  - 11.2.5 the Member ceases to carry on business.
- 11.3 Any waiver by the Supplier of a breach of any provision of the Conditions or Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 The rights to terminate the Conditions or the Contract given by this clause shall not prejudice any other right or remedy of the Supplier in respect of the breach concerned (if any) or any other breach.
- 11.5 Upon the termination of the Contract for any reason, subject as otherwise provided in the Conditions and to any rights or obligations which have accrued prior to termination, the Supplier shall not have any further obligation to the Member.

## **12. Nature of Agreement**

- 12.1 The Supplier shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it through any other company which at the relevant time is its holding company or subsidiary (as defined by section 736 of the Companies Act 1985) or the subsidiary of any such holding company, and any act or omission of any such company shall be deemed to be the act or omission of the Supplier.
- 12.2 The Supplier shall be entitled to carry out its obligations through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.
- 12.3 The Member may not, without the written consent of the Supplier, sell, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations.
- 12.4 The Member acknowledges that, in entering into the Contract, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in the Contract, and accordingly all

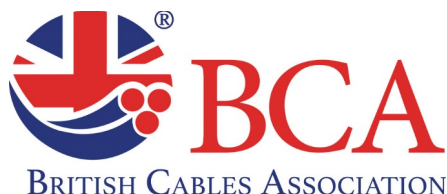
conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

- 12.5 If any provision of the Conditions or Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Conditions or Contract and the remainder of the affected provisions shall continue to be valid.

- 12.6 The Conditions and the Contract shall be governed by and construed in all respects in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English Law Courts.

## **13. Notices**

- 13.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first or second class pre-paid post, cable facsimile transmission, email or comparable means of communication) to the other party.



## Membership of British Cables Association - Agreement by Member Company

All companies seeking membership of the British Cables Association (BCA), and each current member company (in any category of membership) is required to agree in writing to abide by the BCA Operating Procedures (including Annexes) and the Terms and Conditions of Cable Makers Properties & Services Limited.

This agreement form shall be completed and signed (1) as part of the membership application process (for companies seeking membership), (2) annually for the calendar year ahead (for members in any category of membership), or (3) whenever the document is updated.

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I, ..... [insert your full name]

In my capacity as ..... [insert role in company]

Of ..... [insert full name of company]

Agree that the company named above will abide by the BCA Operating Procedures (November 2020, version 8) including Annexes (categories of membership, Competition Law Checklist, Late Payment Terms), and that the company agrees to be bound by the Terms and Conditions of Cable Makers Properties & Services Limited with regards to the company's membership of BCA.

Signed ..... [insert signature]

Date of signature ..... [date of signature].

Once completed, this form should be scanned and returned to the Secretary General at [secgen@bcauk.org](mailto:secgen@bcauk.org) or by post to Secretary General, BCA, 6 Archive Close, Aston Clinton, Aylesbury, Bucks, HP22 5GE, United Kingdom.