



Climbing Wall Manufacturers Association ['CWMA'] Constitution

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Aims and Objectives.

- 1(1) The aims and objectives of CWMA are;
 - a. To provide for the highest standards in the, construction, supply and maintenance of artificial climbing structures.
 - b. To collate, analyse and disseminate information appertaining to the design, construction, supply, maintenance and service of artificial climbing structures.
 - c. To develop common standards between members and to seek to continuously improve the provision of products and services by members to their clients,
 - d. To promote the development of artificial climbing structures,
 - e. To develop and maintain a code of conduct for members,
 - f. To develop and provide training for 'route setting' on artificial climbing structures and to maintain a list of persons trained as 'route setters'.
 - g. To provide a single point of contact for a party seeking information regarding the construction or use of an artificial climbing structure.
 - i. To provide a forum for the mediation and resolution of disputes between members and/or between members and their clients.
 - j. To advance the interests of the membership.



1. Formation and Membership.

2(1) Formation.

2(1) a. 'CWMA' shall be a company limited by shares registered in England & Wales.

2(1) b. 'CWMA' shall be a non profit distributing company.

2(1) c. On dissolution of 'CWMA' any residual profits shall be distributed among the membership as at 31 March 2008, provided the same are members at the time of dissolution.

2(2) Membership

2(2) a. There shall be two levels of membership:

- i. Full Membership,
- ii. Applicant Membership

2(2) b. Full membership will be available to those concerned in the manufacture, installation, supply and/or construction of artificial climbing structures, provided the applicant meets the membership criteria.

2(2) c. Applicant membership will be available to those concerned in the manufacture, installation, supply and/or construction of artificial climbing structures, where the applicant does not currently meet the membership criteria, but expects to do so within one calendar year of from achieving Applicant Membership.

2.3 On meeting the necessary membership conditions and payment of the membership rates an applicant Member will be accepted as a full member.

2.4 Should an Applicant Member fail to meet the conditions for full membership within one calendar year they may, on payment of the appropriate amount and on giving an undertaking to meet the full membership criteria within six months, extend their Applicant Membership status for a period of six months.

2.5 Should an Applicant Member extent their period of Applicant Membership for this period and not meet the necessary standards then that Applicant Member will not be entitled to apply for Applicant Membership for a period of two years.

2.6 Membership rates and the conditions for membership are set out in Annex C.

2.7 Changes to the Membership rates and the conditions for membership are not considered to be changes to the constitution



2. Voting, meetings and direction and control

3(1) a. 'CWMA' will hold no fewer than three meetings per calendar year, comprising:

- i. An Annual General Meeting to be held in the month of April.
- ii. Two further general meetings.

3(1) b. All full members of 'CWMA' will be notified of all general meetings, together with all agenda items, not less than three weeks prior to that meeting.

3(1) c. Full members may add agenda items by providing the same to the company secretary not less than four weeks before the date of the relevant general meeting.

3(2) Should any matter raised in 'any other business' (a.o.b.) which would materially alter 'CWMA' policies or activities or the activities of a member then no vote shall be taken on that matter during the meeting at which the same is raised.

3(3) The quorum for any general meeting shall be in excess of 50% of the full membership.

3(4) Voting rights:

3(4) a. Each full member will be entitled to one vote, except where the provisions of the Code of Conduct 'Shell, Holding and Subsidiary Company Membership and Voting' rules apply.

3(4) b. Applicant Members are not entitled to attend or vote.

3(5) a. All votes will be cast by a show of hands, unless a full member requests a secret ballot. Should such a request be made then this request will be discussed and determined by a secret ballot.

3(6) All votes, other than below, will be determined by simple majority.

3(7) Any changes to this constitution will require attendance of in excess of 75% of full members and a majority exceeding 75% of the votes cast.

3(8) Members may cast votes by proxy via the company secretary, unless in exceptional circumstances, provided that the vote is explicit and received by the company secretary not less than three clear days before the relevant meeting.

3(9) An emergency general meeting may be called by at least 40% of full members presenting a resolution calling an EGM and an agenda for the same to the company secretary. Should such a meeting to be called in will be held no sooner than four weeks and no later than six weeks after receipt of the appropriately constituted resolution and conducted according to the above provisions.



3. Suspension from CWMA.

- 4(1) Any member may be suspended from 'CWMA'.
- 4(2) No member will be suspended from CWMA unless the following conditions are met:
 - i. The member has been notified that they may be suspended from CWMA; and
 - ii. The reasons why suspension is under consideration; and
 - iii. That the member is notified of the constitution of the forum to be convened to consider the matter and time, date and place that that forum will consider the matter; and
 - iv. That notification shall not be less than two clear weeks prior to the consideration of the matter; and
 - v. That the member has the option of addressing the matter raised either in writing or in person at the meeting and/or with a representative.
- 4(2) 1 Should a member choose to be represented by a solicitor or lawyer then the costs of such representation will be borne by the client and regardless of the outcome of the forum, CWMA will have no liability for the same.
- 4(3) The forum considering the potential suspension of the member will comprise three full members not connected with the member facing potential suspension and the company secretary. The forum will be chaired by the company secretary who will guide the forum on matters of procedure and procedural fairness.
- 4(4) The decision of the forum will a matter for the full members and be communicated in writing, via first class post, to the member; deemed receipt being three clear days after the date of posting.
- 4(5) Should the forum conclude that suspension is appropriate that suspension will be deemed to take effect one clear week after the date of posting of the written notification.
- 4(6) An appeal must be lodged with the company secretary within two clear weeks of deemed receipt of the notice of suspension.
- 4(7) Following is a non exhaustive list of the circumstances which may give rise to grounds for the suspension of membership:
 - a. Failure to pay subscriptions,
 - b. Failure to attend three consecutive general meetings, without providing apologies in advance and/or a proxy vote.
 - c. Repeated minor breaches of the code of conduct, for example failure to provide clear information regarding costs or service intervals or a single major breach, for example failing to disclose a conflict of interest.
 - d. Bringing 'CWMA' (rather than the member concerned) into disrepute via the provision of goods, products or services which are substantially unsuitable for



purpose or providing inadequate professional services.

- 4(8) In the case of a member failing to pay subscriptions the length of suspension will not be an option unless the member has failed to pay subscriptions within one calendar month of a reminder of the same; further the period of suspension will continue until the membership subscriptions are paid and thereafter for a period not less than the length of the delay in remittance of the subscriptions.
- 4(9) In all other cases the length of suspension will be a matter for the forum considering the matter, whether at first instance or at appeal.
- 4(10) On suspension from 'CWMA' the member will remove the 'CWMA' logo from all physical and electronic media and inform all current clients of their suspension.

4. Expulsion from CWMA

- 5.1 Any member may be expelled from CWMA.
- 5.2 No member may be expelled from CWMA unless the following conditions are met.
 - i. The member has been notified that they may be expelled from CWMA, and
 - ii. The reasons why expulsion is under consideration, and
 - iii. That the member is notified of the constitution of the forum to be convened to consider the matter and time, date and place that that forum will consider the matter, and
 - iv. That notification shall not be less than two clear weeks prior to the consideration of the matter, and
 - v. That the member has the option of addressing the matter raised either in writing or in person at the meeting and/or with a representative.
- 5(3) Should a member choose to be represented by a solicitor or lawyer then the costs of such representation will be borne by the client and regardless of the outcome of the forum, CWMA will have bear no liability for the same.
- 5(4) The forum considering the potential expulsion of the member will comprise at least three full members. The forum will be chaired by the company secretary who will guide the forum on matters of procedure and procedural fairness
- 5(5) Following is a non exhaustive list of the circumstances which may give rise to grounds for expulsion from CWMA:
 - a. Serious breach(es) of the code of conduct,
 - b. Conviction for an offence under the Health and Safety at Work Act or other similar legislation,
 - c. A finding in a civil court that the provision of goods, services or products was seriously inadequate and/or in serious breach of accepted standards.
 - d. Following suspension failing to remove the 'CWMA' logo from all physical and electronic media and/or failure to inform current clients of the



suspension.

- 5(8) A member has the right to appeal against the decision to expel or a substituted period of suspension, that appeal being by secret postal ballot of all full members and the representative of the associate members.
- 5(9) The appeal will be conducted on the following basis:
 - i. The member will present their grounds for appeal in no more than one hundred words,
 - ii. The company secretary will set out the reasons for the expulsion in no more than one hundred words.
 - iii. The voting members will then vote, by secret ballot, either to, uphold the appeal and quash the expulsion with no further penalty or dismiss the appeal.
 - iv. The matter will be determined by simple majority.
- 5(10) No expelled member will be eligible to rejoin CWMA for a period of three years.
- 5(11) Membership will not, during this three year period, be granted to an applicant where the putative member is largely constituted of or bears a striking similarity to an expelled member.
- 5(12) An expelled member will on rejoining CWMA have no voting rights for a period of three years after their re-admission.



5. Display of Membership Status

- 6.1 All members will, on all correspondence entered into in the course of business, prominently display their membership (and status) of CWMA.
- 6.2 In tendering or contracting for any work all members must confirm to the client or potential client that they have adopted the “CWMA' code of conduct” ['the code'].
- 6.3 All members must, on the request of a client or potential client, provide a copy of 'the code' of conduct within 14 days.

6. Code of Conduct.

- 7(1) All members will have regard to 'the code' in all dealings with clients, prospective clients, other members and all other parties when conducting business or any other activity which, to a lay observer, may be properly consider to be related to the design, construction and maintenance of artificial climbing structures.
- 7(2) Notwithstanding the provisions of 'the code' a member must, at the time of contracting with a client, provide the client with full and complete information regarding the costs of the provision of goods and services.
- 7(3) The Code of Conduct is subject to review and ratification at the annual general meeting.
- 7(2) Changes to the Code of Conduct are not considered to be changes to the constitution.



7. Mediation and Dispute resolution.

- 8(1) In the event of a dispute between members, members shall agree without prejudice and without fettering the member's discretion to bring proceedings, to seek to resolve any and all disputes regarding the provision of services related to their membership of CWMA via the "CWMA' dispute resolution mechanism'.
- 8(2) The process of the "CWMA' dispute resolution mechanism' is set out in Annex B.
- 8(3) Should a member receive a complaint from a client, or notification that a dispute between the member and the client is likely, then that complaint or likely dispute must be reported to the company secretary within 14 days.
- 8(4) On receipt of a complaint from a client or notification that a dispute is likely the member must send that client a copy of the code of conduct, a copy of the "CWMA' dispute resolution mechanism'.
- 8(5) Should the client seek to resolve the dispute via the the "CWMA' dispute resolution mechanism', then unless proceedings have been issued the member must agree to the use of the process to seek to resolve the dispute.
- 8(6) The costs of dispute resolution via the "CWMA' dispute resolution mechanism' will be borne by the member involved but will not exceed the amount stated in Annex B.
- 8(7) Changes to the "CWMA' dispute resolution mechanism' are not considered to be changes to the constitution



Annex A Code of Conduct

1. *General Principles*

- (a) All members shall have regard to the code of conduct in all dealings with potential clients, clients, other members of CWMA and any other industry body connected with climbing or climbing walls.¹
- (b) All members must ensure that all staff receive training on the content and application within six months of the commencement of employment, within six months of the member joining CWMA or within six months of this code of conduct taking effect.
- (c) Breaches of the code of conduct may give rise to disciplinary sanctions, that is suspension of membership or expulsion from CWMA.

2. *Costs Information.*

- (a) All CWMA members, so far as is reasonably practicable provide clear, concise and complete information to potential clients and clients regarding the provision of goods, services, maintenance and repair.
- (b) If it is not possible to quote a price or give an estimate then the reasons for this should be set out.
- (c) All information regarding costs is to be provided in writing, either at the time of enquiry or, in any event, within 5 working days.

¹ For example The British Mountaineering Council, Association of British Walls, IRATA



3. *Conflict of Interests*

- (a) Members of CWMA recognise the inherent conflict between the role of a trade association to promote the interests of the members and the role of the association to regulate the activities of the members and ensure an open competitive market.
- (b) Members of CWMA accept that they have a duty not to act where there is a conflict of interest between themselves and;
 - (i) The client,²
 - (ii) A client or potential client of another member(s) of CWMA.³
 - (iii) Another member(s) of CWMA.⁴
 - (iv) CWMA.⁵
- (c) It is not a breach of the code to act where there might be a conflict of interests where the potential conflict of interest is set out in writing to; the prospective client or prospective client and the CWMA; provided that:
 - (i) The member does not, by their contact with a client or potential client, limit or appear to limit the client's freedom to contract or positively or adversely impact on a tendering process.⁶
 - (ii) The member does not, by their contact with a client or potential client, interfere in or appear to interfere in, a dispute between a client and another member of CWMA.⁷
- (d) Nothing in this section is designed or intended to limit competition between the members nor is it designed or intended to prevent pre-tender consultation or discussion between a member and a potential client.
- (e) Should a member have a substantial⁸ or controlling interest in another member or business entity involved in the manufacture, supply or installation of climbing walls then that member must inform all clients and potential clients of that interest.

2 A conflict between a member or a client would arise where the member placed their interests over and above those of the client; for example by recommending installation of a product or provision of a service that was inconsistent with the client's instructions or brief.

3 A conflict would arise where a member's actions materially damage the relationship between another member and their client or potential client; for example where one member has won a particular contract, but not started delivering that contract, a member must not interfere in that process by reducing their bid cost.

4 A conflict here would be where price sensitive information was passed between members or where a member obtained or sought to obtain commercially sensitive information or recruiting or seeking to recruit staff from another member so as to have access to what would be commercially sensitive information.

5 For example where acted in an anti-competitive manner or failed to advise CWMA where they had actual knowledge of a serious failing of another CWMA member giving rise to potential regulatory action.

6 For example by advising a client or potential client that a particular method or system of construction is required, that holds or other ancillary products should be of a particular design or standard other than a Europe wide CEN standard.

7 If a CWMA member were to act for or advise a client or a prospective client who was in dispute with another CWMA member the onus would be on the CWMA member acting to show that they took reasonable steps to ensure that there was no dispute and that their actions did not amount to acting where there was a conflict of interests.

8 There can be no definition of 'substantial' however where the two business entities share; directors, design and engineering services and or workshops then this will be presumptive evidence of a substantial controlling interest; otherwise a substantial interest will arise where share owners / equity partners in the member company also own in excess of 40% of shares or equity of the other business entity.



4. ***Shell, Holding and Subsidiary Company Membership and Voting***

- (a) That an existing member has a business interest in another business entity involved in the supply construction or installation of artificial climbing structures shall not prevent that other business entity from Applicant or Full Membership of CWMA.
- (b) Where a member has a substantial⁹ or controlling interest in another business entity that seeks membership of CWMA that member shall take no part in consideration of the application of that business entity.
- (c) Where a member has a substantial¹⁰ or controlling interest in another member(s) of CWMA then that member will only exercise one vote.
- (d) That a director of a CWMA member has a minority shareholding or other minority financial interest in another member shall not preclude the director(s) or partners of that other member exercising separate vote.

5. ***Corporate Social Responsibility***

- (a) CWMA members are aware and will take reasonable steps to minimise the impact of their activities on the environment by seeking to:
 - (i) Source timber and wood products from sustainable sources,
 - (ii) Reduce, reuse and recycle packaging,
 - (iii) Examine whether less polluting resins, components, catalysts, fixers and or other chemicals required in the production of climbing walls are available.
 - (iv) Limit the 'carbon footprint' of their operations.
- (b) CWMA members are aware of the need to operate sustainable businesses and the impact of their business activities in their communities and will seek to:
 - (i) Draw employees from the communities in which they operate,
 - (ii) Provide training and support to their employees,
 - (iii) Engage with the local business community to seek to source products and services from that local businesses community.

⁹ As set out in Note 8, page 4

¹⁰ As set out in Note 8, page 4



Annex B Mediation and Dispute Resolution

1. Notification of disputes.
 - (a) On receipt of a complaint or dispute the member shall inform the client of the CWMA Mediation and Dispute resolution scheme and provide them with the company secretary's contact details.
 - (b) A member shall notify the company secretary of any dispute with a client not resolved with that client within ten working days.
 - (b) When notifying the company secretary the member will provide sufficient information to allow consideration of the complaint or dispute and whether it is suitable for consideration under the scheme.
2. Participation
Should the client in dispute seek to resolve the complaint or dispute via the CWMA Mediation and Dispute resolution scheme the member is compelled to agree to participate in the scheme.
3. Confidentiality.
Unless a matter of a members conduct arises which is likely to give rise to disciplinary proceedings then any matter referred to the company secretary under the scheme shall not be disclosed to other members.
4. Process.
 - (a) On receipt of a request from a client that the client wishes to employ the CWMA Mediation and Dispute resolution scheme the company secretary will write to both the client and member involved and ask them to set out, in writing, the basis of the complaint or dispute and provide sufficient information to support their position.
 - (b) This information is to be provided within 10 working days.
 - (c) If necessary a site visit will be arranged, to take place as soon as is reasonably practicable.
 - (d) Having obtained all necessary information the company secretary will review the matter and write to both parties confirming the issues and an initial assessment of the evidence provided by the parties.¹¹
 - (e) The client and the member will then have 10 working days to submit their response to this initial consideration together with any additional evidence.
 - (f) The company secretary will then consider the matter and inform the parties of their final view.
 - (g) The company secretary will then discuss with the parties the resolution of the matter and seek a mediated resolution based upon the view expressed by the company secretary.
 - (h) Neither the member nor the client is bound to accept any proposal made during mediation.
 - (i) Neither the member nor the client, by participating in the CWMA Mediation and Dispute resolution scheme fetters their options in seeking to resolve the scheme by other means.

¹¹ That is whether the evidence supports the complaint or matter in dispute or not.



5. Costs

- (a) The liability for the costs of the CWMA Mediation and Dispute resolution scheme shall be for the member the member participating.
- (b) The cost of the scheme shall be capped at £400.
- (c) The costs of the scheme shall be payable at the conclusion of the matter.¹²

¹² The presumption is that costs will not be levied against a member where it is the first time that that member has made use of the scheme in that membership period.

Annex C Membership Criteria

1. Construction

- (a) Membership is contingent on applicants having constructed no fewer than 3 climbing walls in excess of 50m².¹³
- (b) Each of those walls having been built in conformity with the relevant, that is current, British and European standards.

2. Documentation.

An applicant must provide the following:

- (a) full drawings, plans and engineering calculations for no fewer than 3 walls constructed in the last 3 years.¹⁴
- (b) evidence of insurance of not less than £2,000,000 in respect of public liability, product liability and employer liability.
- (c) Health and Safety Policy
- (d) Waste disposal policy

3. Location

The applicant's 'workshop' or construction facility must be based within the European Union.¹⁵

4. Inspection

An inspection will be undertaken at no fewer than three of the walls constructed by the applicant and the applicant's workshop or construction facility.

5. Status

Applicants must be in the form of a limited company registered in England and Wales.¹⁶

6. Costs.

The cost of the application process shall be borne by the applicant.

13 The reason for the requirement for an applicant to have built no fewer than three walls is to allow inspection of the same to ensure that the wall is of a satisfactory quality and meets the relevant British and European standards.

14 The purpose of this is to allow the same to be checked as satisfactory.

15 This restriction is to ensure that all members facilities are governed by minimum standards in respect of health and safety rules etc.

16 The purpose of this is to ensure that directors of CWMA members have not been debarred from holding office for misconduct or bankruptcy.



7. Audit and Inspection

All members will provide, on an annual basis:

- (a) evidence of their liability insurance.
- (b) a list of walls constructed in the previous year.¹⁷
- (c) a list of complaints, disputes and claims made against the member or their insurer.
- (d) their health and safety policy
- (e) a list of accidents, incidents or reportable injuries or illnesses.

8. Membership rates.

- (a) Applicant membership £1500¹⁸
- (b) Full membership £750
- (c) Membership rates are not inclusive of V.A.T.

¹⁷ A years is deemed to run from 1 April.

¹⁸ This is to cover the costs of inspection of the applicants workshop, 3 walls constructed by the applicant and an independent review of their engineering drawings and calculations. Should the costs exceed the £1500 then the applicant will be liable for the same and conversely should the costs fall below this the balance will be returned to the applicant.