



Application for Membership

BUSINESS NAME.....

ADDRESS.....

.....

.....

POSTCODE.....**CONTACT**.....

TEL.NO......**FAX. NO.**.....

WEBSITE**E-MAIL**.....

PRODUCT DESCRIPTION FOR (up to 20 words)

.....

.....

I enclose a copy of my brochure/ publicity material/ photographs (if possible).

I hereby make unconditional application to be admitted as a Member of the Exmoor Producers Association and accept and acknowledge that if so admitted I am, from the date of admittance, bound by its Constitution. I understand that each application will be subject to approval by the Management Committee of the Association.

DATA PROTECTION ACT: Your data will be entered in the Directory of Members, which is in the public domain. If you do not wish your data to be publicly available please tick.

The membership fee is £25.00. This fee is normally returnable on leaving the Association

I enclose a cheque for £25.00..... payable to Exmoor Producers Association Shop.

SIGNED.....**DATE**.....

NAME.....**POSITION**.....

Please send this form, with your payment to:

**Exmoor Producers Association, 11 Friday Street, Minehead TA24 5UB
Tel: (01643) 702597 E-mail: office@exmoor-producers.co.uk
www.exmoor-producers.co.uk**

CONSTITUTION OF THE EXMOOR PRODUCERS ASSOCIATION

1) AIMS

To facilitate the sale of Members' goods through a shop, or any other means as the Members may decide.

2) MEMBERSHIP

Membership will be restricted to individuals or businesses whose residence or main business premises are within the Greater Exmoor Area (to include Bridgwater, Taunton, Tiverton and Barnstaple).

Products must actually be produced in the defined area, or the last treatment, process or skill applied resulting in a substantial change to the product shall take place in the Greater Exmoor area defined.

The intent of this rule is that Members should be able to lawfully label their goods 'Made in Somerset/Devon'.

Membership applications must be approved by the Committee.

Membership shall be by payment of a £25 fee, returnable upon resignation to Members in 'Good Standing' (i.e. those who do not owe any rent or shop duty time). For Shop Members three months' notice is required, during which time they will be required to continue to offer goods for sale and do their duties in the Shop.

For Producers who do not wish to sell through the Shop, Membership will be permitted on payment of the same fee and subject to the same making rule. These Members will be entitled to use the EPA Logo.

3) COMMITTEE:

The Committee will be elected Annually at the AGM and will consist of a Chairman, Secretary, Manager and a Committee of up to 5 Members.

The Committee will meet from time to time, as they deem necessary.

The Chairman will act as the Shop's representative in negotiations with third parties and chair meetings.

The Secretary will keep a minutes book in which details of resolutions passed will be kept.

The Manager will be responsible for the day to day running of the Shop - keeping the bank account (the Chairman and Manager will be signatories of the account - only one signature will be required and internet banking is authorised), making payments to Members for goods sold, accounting for sales, presenting checked accounts to the AGM and presenting the annual corporation tax return. The Manager is entitled to charge a fee to the Shop for work done (at present at a daily rate agreed at the AGM).

4) GENERAL MEETINGS

There will be an Annual General Meeting at which the Officers and Committee will be elected and any other proposals discussed (14 days' written notice is required of the meeting and its agenda - email is considered to be written notice). An Extraordinary General Meeting may be called by the Officers, and/or the Committee giving 14 days' notice as above. Three members can also call an EGM by requesting the Committee to call one, stating the item to be discussed, in writing and allowing for the Committee to give the 14 days' notice to all Members. At meetings, resolutions will be passed by a simple majority, based on 1 vote per Membership. In the event of a tie the Chairman will have a casting vote. The quorum for general meeting will be 5 Members in good standing.

5)As the Association is not specifically endorsing products and services, it accepts no liability for individual's products, services or actions.

6)All Members must be familiar with, and abide by all Statutory Trading Laws. All consumer goods must satisfy current consumer legislation, including approved safety standards and regulations.

7) ASSETS and WINDING UP

The Members of the Association are to have an equal share in the assets and liabilities of the

Association. It is intended that the Shop will always trade in the black (No bank overdraft or loan is permitted) and that the Officers will bring any downward trends to the attention of Members, so that remedial action can be taken.

If the AGM agrees that any funds are surplus, these will be paid back to Members in proportion to the days of duty worked for the Shop over the previous two years.

In the event of a winding up, as much of the £25 membership fee will be returned to existing Members as possible. Any surplus will be paid to Members who have done duties, as above.

NOTES FOR GUIDANCE - NOT A PART OF THE CONSTITUTION:

a) General:

It is intended that the general principals of running the EPA will be the same as those of EPA Ltd i.e fairness, transparency, honesty and democracy.

Notes about the way in which the Shop should be run, taken from past Shop meetings, will still be circulated to new Members.

b) The Shop:

The purpose of the Shop is to sub-let space to Members, for them to use to sell their products. This is in the form of a monthly rent payable, in advance by standing order. In addition to the rent the Shop takes a commission, currently 10%. Members also agree to run the Shop for one or two days a month according to a rota currently produced by the Shop Manager. All Members have an equal share in and equal responsibility for the Shop.

The unique selling point of the Shop is that all goods are locally made. All Members need to be vigilant that they only offer 'made' goods for sale and not traded goods. The only exceptions to this are items sold to enhance 'made' goods e.g. pen refills, leather cream for handbags, etc. These should not be displayed on sale, but stored in a cupboard.

c) Making Rule - The following should help clarify the making rule - for 'Directors' now substitute Committee'.

At the AGM of 2008 the following clarifications to the making rule were added.

These will help Members decide what goods are acceptable to be sold by Members as Exmoor Producers' goods.

The final arbiters of goods offered for sale by Producers, will be the Directors. It was also agreed that Members wishing to produce goods not in their original application, should apply to the Committee to do so.

i) "A customer who buys goods 'Made on Exmoor' has the expectation that those goods would be uniquely available from that maker and would not find identical goods elsewhere. If they were available elsewhere then those goods should not be labelled 'made' "

Items which fitted this description could be labelled 'Made on Exmoor'

ii) "If goods are put together from components, the finished product must form a permanent assembly and the Producer's work must give it its final function e.g cards made from bought in components, jewellery made from bought in beads, jewellery made from metal components and stones, permanent arrangements made from silk flowers. etc."

Items which fit this description should not be labelled 'Made on Exmoor' but could probably be labelled 'Assembled on Exmoor'. The Directors have decided that in the case of assembled items, if there is no choice in the positioning of components these goods cannot be sold as Producer's goods.